

These Terms and Conditions govern the contract (“**the Contract**”) between The Irish Times DAC (“**the Organiser**”) and the company, person or entity (“**the Exhibitor**”) use of a virtual exhibition area (“**the Virtual Exhibition Area**”) and participation at the Higher Options Event (“**the Event**”).

1. Basis of Contract

- 1.1 When the Exhibitor places an order www.irishtimes.com/higher-options for a Virtual Exhibition Area at the Event this constitutes an offer by the Exhibitor to licence and use a Virtual Exhibition Area at and participate in the Event in accordance with these terms and conditions (“**Conditions**”).
- 1.2 The Exhibitor’s order shall only be deemed to be accepted when the Organiser issues written acceptance of the order at which point and on which date the Contract will come into existence.
- 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Grant of Rights

- 2.1 The Organiser grants to the Exhibitor enter the online platform where the Event is to take place, which will be determined at the sole discretion of the Organiser (“**the Online Platform**”) and occupy a Virtual Exhibition Area for the duration of the Event.
- 2.2 The Organiser has the right to determine the eligibility of an Exhibitor and may refuse to enter into a contract with any Exhibitor in its sole discretion.

3. Obligations of the Exhibitor

- 3.1 The Exhibitor undertakes to the Organiser:
 - (a) To comply and ensure that its employees, servants and agents comply with any guidelines issued by the Organiser and all reasonable requirements and regulations made from time to time by the Organiser with regard to the use and management of the Virtual Exhibition Area and the online platform;
 - (b) Not to do or permit to be done anything which may be a nuisance, inconvenience or disturbance to the Organiser, other exhibitors or other invitees and attendees of the Event;
 - (c) To ensure that the advertising and distribution of any of the Exhibitor’s materials complies with all applicable laws and the highest standards of business ethics;

- (d) To have the Virtual Exhibition Area ready for operation by Event opening at 1pm on Wednesday the 13th October 2021 and keep the Virtual Exhibition Area in operation for the duration of the Event;
- (e) Not to sell or offer for sale any goods or services of any nature at the Event;
- (f) Treat all attendees at the event with courtesy and not to discriminate against any person for any reason;
- (g) Have at least one person in attendance at the Virtual Exhibition Area at all times during the Event and to be available to answer student's questions when the Event is live;
- (h) The Exhibitor has no right to sub-licence, assign or otherwise dispose of any of its rights under this Agreement and has no right to sub-let any space allotted to it to any other party without the written consent of the Organiser;
- (i) To comply with all health and safety rules and regulations which may be notified to it from time to time by the Organiser;
- (j) to obtain all necessary consents, permissions and/or licences for the making available and distribution of content at the Virtual Exhibition Area.
- (k) To comply with all necessary terms and conditions of the online platform.

3.2 The Organiser at all times retains the right to refuse entry or remove any employee, servant or agent or invitee of the Exhibitor from the online platform at its sole discretion.

3.3 The Organiser reserves the right to stop the demonstration, display or the running of content which may be considered, in the sole discretion of the Organiser, as a nuisance or contrary to these terms and conditions

3.4 The Organiser reserves the right at its sole discretion, to withhold or withdraw permission for the Exhibitor to display items or distribute souvenirs, advertising or any other material.

4. Obligations of the Organiser

4.1 The Organiser shall organise and stage the Event at the online platform at its sole cost and expense in accordance with these Conditions.

4.2 The Organiser shall use its reasonable endeavours to deliver or ensure the delivery of the rights granted to the Exhibitor.

5. Event Postponement and Cancellation

5.1 The Organiser reserves the right to postpone the Event for any reason for up to a period of 12 months or to change the online platform without any liability to the Exhibitor and the parties agree that this shall not be a breach of this Agreement.

5.2 The Organiser shall notify the Exhibitor of the postponement or Event change as soon as possible;

5.3 The Organiser reserves the right to cancel the Event for any reason. The Organiser shall notify the Exhibitor of the cancellation as soon as possible.

5.4 Should the Organiser cancel the Event in accordance with clause 5.3 or postpone the Event for a period in excess of 12 months the Organiser shall reimburse the Fee paid by the Exhibitor to the Organiser and the Organiser shall have no further liability to the Exhibitor. For the avoidance of doubt the Organiser will not be liable for any costs incurred by the Exhibitor as a result of the postponement or cancellation of the Event.

5.5 The Parties agree that the Organiser shall not be in breach of this Agreement by virtue of the cancellation or postponement of the Event.

6. Charges

6.1 In consideration of the rights granted to the Exhibitor under these Conditions, the Exhibitor shall pay the fees as advised to it ("**the Fees**") to the Organiser.

6.2 If the Exhibitor wishes to pay by credit card it can do so when ordering an Exhibitor Area on www.irishtimes.com/higher-options. Alternatively the Organiser can, at the election of the Exhibitor issue an invoice for the Fees. All invoices are payable within 30 days of being issued or 3 days prior to the Event, whichever is the earlier.

6.3 If the Fees are not paid by the due date set out in clause 6.2, the Organiser can, without limiting any other right or remedy it may have, terminate the Contract with immediate effect.

7. Termination

7.1 The Organiser may terminate this Contract, without reason, with immediate effect by giving written notice to the Exhibitor.

- 7.2 Should the Organiser terminate this Contract in accordance with clause 7.1 and prior to the Event taking place, the Organiser will within 30 days of such notice refund the Fees paid by the Exhibitor and the Organiser will have no further liability to the Exhibitor arising out of such a termination;
- 7.3 The Organiser may terminate this Contract with immediate effect if the Exhibitor fails to make any payment of Fees by its due date.
- 7.4 The Organiser may terminate this Contract with immediate effect if the Exhibitor is breach of any these Conditions, including but not limited to its obligations under clause 3.
- 7.5 Should the Organiser terminate this Contract in accordance with clause 7.4 it shall have no liability to the Exhibitor whatsoever and for the avoidance of doubt shall be under no obligation to refund any Fees paid to the Exhibitor.

8. Intellectual Property Rights

- 8.1 The Exhibitor hereby grants to the Organiser a royalty-free, perpetual, non-exclusive, irrevocable world-wide licence to use any of its names, logos and any other intellectual property rights owned or licensed by it ("**Exhibitor IPR**") to allow the Organiser promote the Event;
- 8.2 The Exhibitor confirms, warrants and represents that its owns and is solely entitled to use any Exhibitor IPR and indemnifies the Organiser against all liabilities, costs, expenses, damages and losses incurred by the Organiser arising out of or in connection with the Organiser's use of such Exhibitor IPR.

9. Limitation of Liability

- 9.1 Noting in this Agreement shall limit or exclude the Organiser's liability for:
- (a) a death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors ;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability which is not possible to exclude by law.
- 9.2 Subject to Clause 9.1 under no circumstances shall the Organiser be liable to the Exhibitor, whether in contract, tort (including negligence) or otherwise for:

- (a) a loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;
- (e) wasted expenditure; or
- (f) any indirect or consequential loss.

9.3 The Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising under and connection with this Agreement shall be limited to the Fees paid by the Exhibitor to the Organiser under this Agreement.

9.4 The Organiser shall have no liability to the Exhibitor for any loss arising as a result of any failure of any utility service, internet connection, IT services, interruption or failure of any communications system or any failure of any access to WIFI at the Event.

9.5 The Exhibitor confirms that it shall arrange a comprehensive insurance policy at its sole cost for the following:

- (a) To cover any loss, damage or claim arising directly or indirectly by the public use of specified products or services being promoted by the Exhibitor of not less than €7.5 million in respect of any one accident or incident;
- (b) Employer's liability cover for all of the Exhibitor's employees, agents or sub-contractors to a limit of €13 million, in respect of any one accident, unlimited for any one period.

9.6 The Organiser shall be entitled to request evidence of the Exhibitor's insurance at any time. Should the Exhibitor fail to produce evidence of insurance to the satisfaction of the Organiser, the Organiser may terminate this contract immediately without any refund of Fees or any further liability to the Exhibitor.

10. Force Majeure

10.1 Force Majeure event means any circumstances not within the Organiser's reasonable control including without limitation:

- (a) Acts of God, flood, drought, earthquake or other natural disaster;

- (b) Epidemic or pandemic;
- (c) Terrorist attack or civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations;
- (d) Nuclear, chemical or biological containment or sonic boom;
- (a) Any law or any action taken by a government or public authority including without limitation imposing an export or import restriction quota or prohibition or failing to grant a necessary licence or consent;
- (e) Collapse of the building, fire, explosion or accident;
- (f) Any labour or trade dispute, strikes, industrial action or lock-outs;
- (g) Non-performance by suppliers or sub-contractors and interruption or failure of a utility service;

10.2 If the Organiser is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event it shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

11. Indemnity

11.1 The Exhibitor shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis and on other professional costs and expenses) suffered or incurred by the Organiser out of or in connection with

- (b) any claims made against the Organiser by any third-party arising out or in connection with the distribution, handling, advertising consumption or use of any materials of the Exhibitor, whether or not any claim arises during the term.
- (c) Any act, omission or default of the Exhibitor or its officers, directors, employees, agents or sub-contracts (and their employees);
- (d) Any injury to any person or loss of or damage to any property whatsoever resulting from or in any way connecting with or arising out of the use of the Online Platform or a portion thereof regardless of whether or not such losses, damages, liabilities, costs or expenses

shall be incidental to or arising out of acts or omissions by the Organiser, its servants or agents, providing however that this paragraph shall not be construed to constitute an indemnity against loss, damage, liability, costs or expenses caused solely by the negligence of the Organiser, its officers or employees.

(e) Any breach of Data Protection Legislation by the Exhibitor, its employees or agents.

The indemnities in this clause 11.1 shall apply whether or not the Exhibitor has been negligent or at fault.

12. No Partnership or Agency

12.1 No partnership or agency nothing in this Contract is intended to or shall be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of another or authorise any party to make or enter into any commitments sworn on behalf of the other. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. Assignments and other Dealings.

13.1 The Exhibitor shall not assign, transfer, mortgage, charge, sub-contract, declare trust over or deal in any other manner with any of its rights and obligations under this Contract.

13.2 The Organiser may at any time without the consent of the Exhibitor assign or transfer its rights and obligations under this Agreement waiver, no failure, delay by any party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No singular part shall exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Entire Agreement

14.1 This Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them whether written or oral relating to its subject matter.

14.2 The Exhibitor agrees that it shall have no remedies in respect of any statement, representation, insurance or warranty (whether made innocently or negligently) that is not set out in this

Contract. The Exhibitor agrees that it shall have no claim for any innocent or any negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15. Data Protection

15.1 For the purposes of this clause 15 the following definitions apply.

Controller and personal data: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in Ireland including: (i) the Data Protection Acts 1988 – 2003; (ii) the Data Protection Act 2018; (iii) the GDPR and all related national laws, regulations and secondary legislation; and (iv) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing.

GDPR: the General Data Protection Regulation ((EU) 2016/679).

15.3 In the event that the either Party shares any Personal Data with the other in connection with the subject matter of this agreement, both Parties agree that, for the purposes of Data Protection Law, each of the Parties is an independent Data Controller.

15.4 Each Party shall comply with the Data Protection Legislation in the performance of their obligations under this Agreement and each Party shall be individually and separately responsible for its own compliance. In particular the Exhibitor shall comply with all Data Protection Legislation in relation to any marketing activities it undertakes either during or after the term and agrees that it will not send any unsolicited direct marketing to any individual without that individuals consent.

16. Waiver

16.1 No failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that right or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Severance

17.1 If any provision or part provision of this agreement is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modifications, is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part provision of these Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended it is legal, valid and enforceable and, to the greatest extent possible, achieve the intended commercial result of the original provision.

18.Governing Law

18.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction.