

## EMF Event Terms

The Ellen MacArthur Foundation is a charitable company, limited by guarantee, with company number 06897785 and charity number 1130306. Ellen MacArthur Foundation Trading Limited is a company limited by shares, with company number 07110767, and the Ellen MacArthur Foundation's wholly owned trading subsidiary.

These terms (**Event Terms**) govern your access to and/or participation in any event (whether in person or online) organised or hosted by either the Ellen MacArthur Foundation, Ellen MacArthur Foundation Trading Limited, or both entities (the **Event**).

Any reference in these Event Terms to **EMF** is a reference to the Ellen MacArthur Foundation and Ellen MacArthur Foundation Trading Limited together. These Event Terms set out a contract between EMF and the individual entering into these Event Terms. Any reference in these Event Terms to **you** is a reference to the individual who is party to that contract.

### 1. Participation in the Event

1.1 You agree that EMF may determine whether and the extent to which you have access to and/or participate in the Event. EMF may change the date, time, venue, format and content of the Event. You agree that EMF shall not be liable for any damage, loss, cost or expense in relation to or arising from any change to the Event.

1.2 You agree:

- a) to provide any information requested by EMF in order to facilitate your participation in the Event (including details of food allergies);
- b) to comply with all applicable laws, rules and regulations, these Event Terms and EMF's instructions;
- c) to comply with requirements of the venue owner or manager, and/or the event administrator (including in relation to access, conduct, and health and safety) and other conditions, codes or regulations applicable in any venue at which an Event is hosted;
- d) to conduct yourself in a business-like manner, and not behave in a manner which is or which is likely to be considered as defamatory, abusive or offensive; and
- e) not to do anything which causes or risks causing any damage to property or people, whether participating in the Event in person, online, or through any form of electronic or other method of communication.

1.3 Where relevant, you agree to comply with all applicable competition law and any competition policy provided to you by EMF and not to participate in any conduct which has the purpose or effect of restricting competition in any market.

### 2. Fees

2.1 If any fees are payable by you in relation to your participation in the Event (for example, to cover the cost of accommodation or meals) (**Fees**), EMF shall notify you of the Fees. You shall pay the Fees by any deadlines set by us and otherwise in accordance with our instructions. You agree that your participation in the Event is conditional on your payment of the Fees. You agree that you shall be liable to pay any applicable taxes in addition to the Fees and that the Fees are non-refundable.

### 3. Substitutes

3.1 If you have already registered for an Event, but you are now unable to attend the Event and would like to nominate a substitute to attend in your place (**Substitute**), you agree to follow the steps outlined in clauses 3.1 (a), (b), (c) or (d) below:

- a) **If the registration is still live (the period during which you are still able to register for the Event):**
  - (i) cancel your registration; and
  - (ii) arrange for the Substitute to register for the Event.
  - (iii) If you cancel and the Substitute does not register, the Substitute will not be registered to attend the Event. EMF does not accept written (for example, via email) or verbal communication of a substitution.
  - (iv) Refunds in respect of registration fees will be offered where applicable at this stage.
- b) **If the registration has closed and it is more than 14 days from the date of the Event:**
  - (i) Substitutes will be accepted during this time period.
  - (ii) Please contact the email address on your confirmation email to arrange for the Substitute to be registered.
  - (iii) Refunds may be offered in respect of registration fees where applicable at this stage.
- c) **Within 14 days of the Event:**
  - (i) Substitutes may be accepted during this time period, but EMF reserves the right to decline.
  - (ii) Please contact the email address on your confirmation email to request that a Substitute be registered.
  - (iii) Refunds will not be possible at this stage.
- d) **Within 7 days of the Event:**
  - (i) Substitutes shall not be permitted.
  - (ii) If you can no longer attend, please cancel your registration.
  - (iii) Refunds will not be possible at this stage.

3.2 Any Substitute agrees to these terms in their own capacity.

### 4. Recording your participation

4.1 EMF may capture your participation in the Event and any Image you provide or Materials you present in a live broadcast (**Broadcast**) or in still image, audio and/or video format (each such material captured being a **Recording**, together the **Recordings**). You consent to us making the Broadcast and the Recordings and agree that EMF owns all Intellectual Property Rights in all Broadcasts and Recordings and may use them in relation to EMF's charitable objectives, including sharing Recordings with Event participants and other third parties, and making Recordings available on our website and on social media.

4.2 **Intellectual Property Rights** are all intellectual property rights anywhere in the world, including any copyright, design rights, database rights, rights in data and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them.

## 5. Ownership and use of EMF Materials

5.1 EMF may ask you to provide an image of yourself (**Image**) to promote your involvement in the Event on EMF's website and/or social media channels. EMF may give you the opportunity to present materials (**Materials**) during the Event. If you choose to provide an Image and/or present any Materials:

- a) you confirm that you either own or have a licence to use the Image and/or the Materials and sublicense them to EMF on the terms set out in clause 5.1(c) below;
- b) you confirm that any use by EMF in accordance with these Event Terms of the Image and/or Materials shall not infringe the Intellectual Property Rights of any other party; and
- c) you grant to EMF a perpetual, non-exclusive, sublicensable, royalty-free, worldwide licence to (i) use the Image to promote your involvement in the Event on EMF's websites and/or social media channels (which shall include editing or modifying the Image to enable it to be appropriately displayed); and (ii) use, edit or modify any Materials for purposes consistent with EMF's charitable objectives.

## 6. Ownership and use of EMF Materials

6.1 EMF may provide or make available to you during the Event certain materials which are owned by or licensed to the Ellen MacArthur Foundation, Ellen MacArthur Foundation Trading Limited, or EMF (**EMF Materials**).

6.2 Nothing in these Event Terms transfers any rights or grants any interest in EMF Materials to you or to any third party, except as expressly set out in the limited licence contained in clause 6.3.

6.3 EMF grants to you a non-transferable, non-sublicensable, non-exclusive, royalty-free and revocable licence to use EMF Materials:

- a) solely to facilitate and develop your own understanding of the circular economy; and
- b) in accordance with any documentation or instructions given to you by EMF from time to time.

6.4 EMF may terminate the licence granted to you in clause 6.3 by written notice. In the event of such termination, you must immediately return or destroy all copies of EMF Materials, at EMF's election.

6.5 Without limiting the generality of clause 6.3, you shall not:

- a) share or license EMF Materials or any content contained within EMF Materials with or to anyone without the prior written consent of EMF;
- b) edit or adapt EMF Materials in any way;
- c) use EMF Materials for any illegal purpose or in breach of any applicable laws and regulations;
- d) sell, or otherwise commercially exploit, EMF Materials or use them for profit or commercial gain or for the marketing or promotion of any person, entity, goods or services;

- e) represent yourself as being employed by EMF (or similar) or hold yourself out as being in partnership or otherwise associated with EMF, except as expressly permitted in any written agreement between you and EMF; or
- f) use the name or any logo or trademark of EMF.

6.6 You agree that you will not use EMF Materials in any way that may bring EMF into disrepute.

## 7. Confidentiality

7.1 Confidential Information may be shared by EMF and/or participants in relation to the Event. Each party agrees that it shall not use or disclose any Confidential Information outside of the Event without the prior written consent of the disclosing party, other than to the extent required by law or any legal or regulatory authority, or as permitted in clause 6 of these Event Terms. **Confidential Information** is non-public information relating to the business, strategy, operations, people or finances of the disclosing party.

## 8. Disclaimers and warranties

8.1 You acknowledge that the Event and all EMF Materials are provided as is. EMF makes no representations and provides no warranties to any party in relation to any of the content of the Event or any EMF Materials including as to their quality, accuracy, completeness or fitness for purpose. You acknowledge that you are solely responsible for your participation in the Event and your use of any EMF Materials and for determining whether they meet your requirements, comply with any laws or regulations applicable to you and comply with any obligations you have to third parties. EMF does not undertake to maintain any EMF Materials or adapt or improve them in the future.

8.2 EMF may provide food and drinks at the Event. EMF makes no representations and provides no warranties to any party in relation to whether such food and drinks are, or the environment in which they are prepared is, free of allergens. EMF shall not cater for or be responsible for dietary requirements unless separately agreed in writing. You agree to notify the venue or catering manager at the Event of any allergies or dietary requirements you may have. Nothing in this clause shall exclude any liability which cannot be excluded by law.

8.3 You acknowledge that you are responsible for configuring your information technology, computer programmes and platform to access an Event being held online or over audio or video conferencing facilities (**Online Event**). You warrant that you will not introduce any viruses or material that is technologically harmful, or otherwise impede the functioning or the integrity of an Online Event.

8.4 EMF does not warrant or represent to you that any portal through which an Online Event or any EMF Materials are provided is virus free or that the access to an Online Event or any EMF Materials will be uninterrupted or error-free.

8.5 To the maximum extent permitted by law, EMF (and its related people and entities, and its and their employees and representatives) shall not be liable to any party for any claims or losses of any kind arising in connection with or as a result of (i) your attendance at the Event; or (ii) your use of or reliance on information made available at the Event or contained in any EMF Materials, including but not limited to lost profits and punitive or consequential losses.

8.6 You shall indemnify EMF on EMF's first demand from and against any liability, loss, damage and/or expense arising or incurred by EMF in connection with your access to or participation in the Event and/or your use of all EMF Materials. You waive any and all claims against EMF for any loss or damage incurred by you and/or any third party arising out of or in connection with your access to or participation in the Event and/or your use of EMF Materials.

## 9. Force Majeure

9.1 EMF shall not be liable for any damage, loss, cost or expense caused by any delay in providing or any failure to provide the Event if such delay or failure was due to a Force Majeure Event. A **Force Majeure Event** is an act, event, omission or accident which is beyond EMF's reasonable control, including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, terrorist action, civil commotion, any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority.

## 10. Data protection

10.1 EMF may process your personal data in relation to the Event. EMF will process any of your personal data it receives in connection with the Event to (i) facilitate your participation in, and communicate with you about, the Event; (ii) make your name, organisation and job title (and your photograph and/or biography, if you provide them) visible to other Event participants; (iii) put you in contact with relevant individuals from EMF's network either before, during or after the Event (for example, those with whom you have been involved in working group discussions at an Event, or those who are working on similar issues or projects in which you may be interested); (iv) share photos and videos featuring you on EMF's website and/or social media channels and/or with other Event participants; and (v) otherwise in accordance with its privacy policy (<https://www.ellenmacarthurfoundation.org/policies#privacy>).

## 11. General

11.1 These Event Terms constitute the entire agreement between you and EMF relating to the Event, and replace any prior agreements, oral or written, between you and EMF relating to the Event.

11.2 A person who is not a party to these Event Terms has no rights under the Contracts (Rights of Third Parties) Act 1999, as amended, or otherwise.

11.3 EMF may amend these Event Terms from time to time. If EMF does so, EMF will notify you by sending you a copy of the amended Event Terms by email, at which time the amended Event Terms shall be binding on you.

11.4 EMF's failure to exercise any legal right or remedy or enforce any term, either of these Event Terms or which EMF has the benefit of under any applicable law, will not constitute a waiver of such right, remedy, or provision.

11.5 In the event that any provision of these Event Terms is found by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provision(s) shall be limited or eliminated to the minimum extent necessary so that the other terms remain in full force and effect.

- 11.6 You may not assign, sub-contract or transfer any rights or obligations under these Event Terms, and any such attempted assignment or transfer shall be void and without effect. EMF may assign, sub-contract or transfer all rights and obligations under these Event Terms, in whole or in part.
- 11.7 Nothing in these Event Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other party, or authorise one party to make or enter into any commitments for or on behalf of the other party.
- 11.8 These Event Terms and the relationship between you and EMF shall be governed by, and construed in accordance with, English law and you and EMF submit to the exclusive jurisdiction of the English courts.