

# TERMS AND CONDITIONS: INTERNATIONAL FESTIVAL FORUM (IFF)

## Definitions in these terms and conditions

“Company” - means International Live Music Conference Limited, registered in England and Wales with company number 3007667.

‘IFF’ - means the International Festival Forum, the conference organised by Company to take place in September 2021

‘Delegate’ - means a person applying to Company to attend IFF

‘Registration’ - means the process by which a Delegate is registered.

‘Registration fee’ - means the sum of money paid by the Delegate to reserve a place at IFF.

‘Advertiser’ - a company or individual placing an advertisement in the IFF conference guide.

The following is a non-exhaustive statement of the Company’s terms and conditions in respect of any application for Registration for IFF which also incorporates the Company’s [Privacy Policy](#); by submitting any such application (whether or not correct in all respects) every Delegate irrevocably accepts these and all other such terms and conditions of Company irrespective of whether that application is successful.

## 1. Registration

- 1.1. The Company reserves the right to refuse any application for Registration at any time.
- 1.2. A place has not been registered for a Delegate until an official confirmation email has been received by the Delegate from the Company, confirming that that Delegate is registered.
- 1.3. Organisation of travel, accommodation or associated arrangements for a Delegate should not be made or paid for until official confirmation of Registration has been received by the Delegate from the Company.
- 1.4. No final reservations can be made on behalf of a Delegate until the Company has received in full in cleared funds all of the relevant payment to cover the full cost of the Registration fee and/or events.
- 1.5. No changes to delegates details to be published on the IFF website or in the IFF digital conference guide will be accepted after  
6pm GMT 21 September 2021.
- 1.6. Visas are the responsibility of the attending delegates and letters of invitation are not issued by IFF.
- 1.7. Ticketing services, including all electronic credit card transactions for IFF and all related IFF events are provided by Eventbrite, Inc., a Delaware corporation, with its principal place of business at 155 5th Street, Floor 7, San Francisco, CA 94103, Reg. No. 4742147 (“Eventbrite US”).
- 1.8. Tickets or entry passes are not issued until Delegates arrive at IFF. Confirmation of a formal place will be in the form of an email  
AND

invoice, sent electronically

1.9. All transactions are carried out in pounds sterling.

1.10. All monies received are deemed to include UK VAT at the applicable rate.

1.11. Reservations for IFF are non-transferable and only registered delegates will be permitted to enter the event.

## **2. Advertising**

2.1 All advertisements are accepted subject to the Company's approval of the copy and to the space being available.

2.2 The Company reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise.

2.3 Every care is taken to avoid mistakes but the Company cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.

2.4 The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British code of Advertising Practice.

2.5 The Advertiser will indemnify the Company fully in respect of any claim made against the Publisher arising from the advertisement. The Company will consult with the Advertiser as to the way in which such claims are to be handled.

2.6 Advertisement copy should be supplied by the Advertiser or their Agent in accordance with the mechanical data published on the Rate Card. Charges will be made to the Advertiser for any additional artwork or production work required to make the advertisement technically suitable for publication. Such charges will be at the rate agreed prior to publication.

## **3. Cancellation and Refunds**

3.1. If an application from a Delegate to cancel his/her registration is received by the Company before 6pm GMT 31 August 2021, a refund will be given, minus a £50 processing fee.

3.2. The Company will make no refunds if cancellations are received AFTER 6pm GMT 31 August 2021 except as detailed in clause 12.2.

3.3. Cancelled registrations cannot be transferred to a future conference.

3.4. Applications for refunds must be received in writing within the published deadline for cancellation stated above.

#### **4. Delegate Passes**

- 4.1. Delegate passes must be worn at all times whilst in any of the event areas, including PowerHaus (Dingwalls) and the conference venue.
- 4.2. Admission to IFF will be refused to anyone unable to provide an official Delegate pass.
- 4.3. Lost or misplaced Delegate passes will only be replaced at the absolute discretion of the Company, potentially at the full cost of registration.

#### **5. Delegate Information & Privacy**

- 5.1. We take data and privacy very seriously and are committed to protecting Delegates' personal data. Information about how we do this is contained in our [Privacy Policy](#), which is incorporated into these Terms & Conditions.
- 5.2. All Delegates registering for IFF may have their full name, company name, email address, phone number and website URL published in the IFF digital conference guide unless Delegate requests in writing not have their details published.
- 5.3. A password protected networking portal may operate on [www.iff.rocks](http://www.iff.rocks) to allow Delegates to communicate before and during IFF which contains the name, job title, company, country and website address of each Delegate. Delegates not wishing to have their information published on the portal should request in writing that it is not included.
- 5.4. The name, company and country of Delegates attending IFF may be published on [www.iff.rocks](http://www.iff.rocks). Delegates not wishing to have their information published should request in writing that it is not included.
- 5.5. Delegate details may not be included in the IFF conference guide if the relevant application for Registration is received any later than 6pm GMT 21 September 2021.

#### **6. Events**

- 6.1. If a Delegate has paid for and is unable to attend a pre-booked dinner event, a refund will only be given if the Company is able to resell the ticket(s) purchased for that event

## **7. Personal Effects**

6.2. The Company cannot take responsibility for the loss or damage of Delegate's personal effects. The Company recommends that each Delegate arrange appropriate personal insurance cover. Due care and attention are advised at all times.

## **7. Liability**

7.1. The Company's insurance of IFF covers public liability claims where the Company is held to be liable.

## **8. Health and Safety**

8.1. All Delegates must familiarise themselves with the fire regulations in operation and the location of nearest fire exits whilst in any of the IFF venues. Copies of fire safety documentation are available on request.

9.2 Additionally all delegates must familiarize themselves with all regulations in place as a result of Covid 19.

## **9. Conduct**

9.1. Delegates and their guests must conduct themselves at IFF in a responsible manner with due consideration to their fellow delegates, IFF employees and venue staff.

9.2. Filming or recording by Delegates of any showcases, sessions, panels or entertainment organised by or connected with IFF is strictly forbidden. Delegates must not make or arrange to be made any film or recording in sound or sound and vision at IFF and will deliver up to Company or its representatives immediately upon request by any of them all such films or recordings and any copies thereof which may be a Delegate's ownership possession or control.

9.3. Delegates will not introduce to any session, panel or other event organised for IFF any copyright material which is the property of any third party except by prior written agreement of an authorised representative of Company.

9.4. By registering for IFF every Delegate irrevocably grants to Company and its authorised representatives' permission to make, use and exploit as Company sees fit and free of any payment any photograph, sound or video recording or film, including quotations or extracts from any such material and agrees that Company shall be the first owner of any intellectual property therein.

## **10. Prizes**

11.1 The Company takes no responsibility for the fulfillment of gifts or prizes offered by third parties during IFF.

## **12. Covid**

- 12.1 Your responsibilities. Everyone attending IFF venues has a duty to other event attendees and IFF's staff and contractors and it is your responsibility to ensure that you and, as applicable, your attendees do not attend any event at any IFF venue if at the time of the applicable event you or any attendee (or any member of your or their household or support bubble) are experiencing any Covid 19 symptoms as published by the government from time to time or have been told to self-isolate by the NHS test and trace programme or should not attend because of legal requirements
- 12.2 Cancellation during Covid 19 crisis. IFF may, in its absolute discretion, cancel any IFF ticket at any time by communicating with you through, email, our website or other means. IFF shall not be obliged to provide reasons for any such cancellation and save for providing a refund as set out below shall have no other liability or obligation whatsoever to you arising from any such cancellation. Where the cancellation has been caused as a result of Covid 19 and related obligations, then IFF reserves the right to deduct from any such refund an amount equal to what IFF decides, in its absolute discretion, is your reasonable share of any unavoidable costs that IFF has to pay in connection with your IFF ticket or the related event.
- 12.3 Conditions of Entry. IFF reserves the right to impose such new conditions of entry it considers necessary to comply with legal requirements, for example IFF may at its discretion undertake health screening prior to your attendance at any venue. IFF shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from any venue if these conditions are not complied with such as social distancing and other legal requirements. IFF shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. IFF reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the venue any person breaching such requirements.
- 12.4 Customer's right to Cancel. This clause sets out your right to, as applicable, cancel an IFF ticket in the event that IFF has not exercised any of its rights to cancel or abandon all or part of the event. If IFF does exercise any cancellation or abandonment right then this clause shall not apply. If you are unable to attend an event covered by your IFF ticket for a Valid Reason (defined below) then you shall be entitled by providing notice in writing to IFF (such notice to include reasonable evidence of the applicable Valid Reason). A "Valid Reason" means where you are incapacitated with Covid 19.

## **13. THIRD PARTY ADVERTISING, SITES AND LINKS**

- 13.1 This website may contain links to third party websites which are controlled and operated by parties other than ILMC. ILMC is not responsible for any content of any linked site or any link contained in a linked site. The inclusion of any link on the website does not imply endorsement by ILMC, and if you decide to access linked third party websites, you do so at your own risk.
- 13.2 This website may contain advertising submitted by third parties. Such third parties are solely responsible for the content of such advertising and for ensuring that it complies with all relevant legislation and regulations. We do not accept any responsibility for the content of any third party advertising.

## 14. YOUR CONTRIBUTIONS

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- 14.1 You agree that any information that you provide in connection with, or which forms part of, this website, or information you provide that is published in any of our print publications will be, as far as you are aware, true and accurate and will not infringe any copyright or trade mark, or any right of privacy, publicity or personality or any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term.
- 14.2 In submitting a contribution to us, you grant us a non-exclusive, transferable, perpetual, royalty-free, worldwide licence to copy, use, reproduce, distribute, display, publish, adapt, prepare derivative works of and/or amend any contribution in any format. This licence shall include the right for any user of the website to access and use the contribution.
- 14.3 We reserve the right, at our sole discretion, to make additions or deletions to, to edit, crop or arrange any contributions prior to publication. We also reserve the right not to publish a contribution in whole or in part or to remove a contribution in whole or in part.

## 15. DISTRIBUTION OF PRINTED PUBLICATIONS

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- 15.1 Our magazines are distributed in the United Kingdom by Royal Mail and internationally via a mail consolidator and then local postal services. We cannot be held responsible for any failure on the part of these distribution services, once they have taken delivery of our publications.
- 15.2 We will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.
- 15.3 Our liability to you in the event of magazines being lost in dispatch shall at our discretion, be limited to replacement of the missing issues, to the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents. These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

## 16. SUBSCRIPTIONS

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### 16.1 Print Subscriptions

Magazine subscriptions last 12 months from the date of online subscription or, in the case of other methods of payment, the date that funds clear in our bank account.

If the magazine ordered changes frequency per annum, we will honour the term of the subscription.

We reserve the right not to fulfil and to cancel orders in the event of obvious inaccuracies in prices, except that we may fulfil your order at the correct price; or if we are unable to obtain payment authorisation from the

issuer of your payment card.

The option to cancel a subscription and receive a refund for the remaining period of such subscription is only valid during a period of 30 days from the subscription becoming effective.

To cancel a subscription during this option period, you must inform us in writing and explain your reasons, following which a refund will be effected. After the above-mentioned 30-day period, there is no entitlement to a refund for any remaining term of a subscription.

If you are under 18 or are not using your own credit/debit card to pay for the subscription, you must ask the permission of the credit/debit card holder before entering the payment details. By clicking "Submit" you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## 16.2 Digital and Digital + Print Subscriptions

### **(a) Subscription Descriptions**

Digital Subscription: access to all content and articles on the IQ website.

Print & Digital subscription: Digital Subscription and the IQ Print magazine.

### **(b) Becoming a Subscriber**

To become a subscriber, you will need to register for an IQ account in accordance with clause 4 of these terms and conditions. We reserve the right to reject any order for a subscription without giving a reason.

Once you have become a subscriber, your subscription is personal to you and non-transferable.

Depending on your chosen subscription option and payment method, subscription payments may be recurring or non-recurring and may be taken monthly or annually. Your minimum subscription term, payment method and frequency of payments will be made clear to you before you purchase your subscription and in your confirmation email.

By submitting payment details to us, you promise that you are entitled to purchase a subscription using those payment details.

All digital subscriptions are an instant access service. By purchasing a subscription you agree your access will start immediately.

### **(c) Cancellations**

If, during the first 14 days of your subscription term (the "Cooling-Off Period"), you change your mind about your subscription, you may cancel your subscription by emailing us at [subscriptions@iq-mag.net](mailto:subscriptions@iq-mag.net). If you haven't made use of, or viewed, any subscriber content, we will refund any payments received from you using the same method of payment that you used to purchase your subscription. If you have viewed subscriber content, you will not be entitled to a refund.

If you cancel your subscription during the Cooling-Off Period, your access to our services will stop and you will be required to forfeit any subscription benefits that you have received.

If you decide to cancel your subscription after Cooling-Off Period, you can do so by emailing us at [subscriptions@iq-mag.net](mailto:subscriptions@iq-mag.net). [Your cancellation will take effect at the next billing date.](#) You will continue to have access to our services and subscriber benefits until your next billing date. You are not entitled to a refund to any unused parts of your subscription.

If you receive a print subscription (including a combined print and digital subscription), you must email us at least 15 days before your next billing date. If you receive a digital only subscription, you must cancel your subscription or contact us at least 2 days before your next billing date. If you do not provide such notice, you will be required to make your next bill payment and your subscription will continue until the end of the next billing period.

**(e) General**

We may change our subscription prices and/or entitlements at any time with 30 days' notice and you may cancel your subscription within this notice period. We may also, at any time and at our sole discretion, terminate your subscription with us where we believe that we have serious grounds to terminate (for example, for non-payment or breach of these terms).

## 17. COMPLAINTS

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- 17.1 If you believe that your intellectual property or other rights are being infringed by this website or any of the publications, events or products offered by ILMC, or if you are dissatisfied with any aspect of our service, in the first instance please contact [hello@ilmc.com](mailto:hello@ilmc.com) or +44 (0) 203 743 0300.