



Product Guru

TERMS & CONDITIONS OF BOOKING

Definitions

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking" means the Exhibitor's request to participate in an Event;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business;

"Deposit" means the sum outlined in paragraph 10 below, as stipulated on a Booking form;

"Event" means any event organised by Product Guru, whether a Physical Event or a Digital Event; **"Exhibitor"** means any individual or company or body (which expression shall, where the context so admits, include its successors and assigns) who makes a Booking with Product Guru; **"Fees"** means the total fees payable for (i) the Services; and (ii) the Booking;

"Product Guru" means Product Guru Limited, a company registered in Scotland number SC589174, whose registered office address is at 60 Tradeston Street, Glasgow G5 8BH; and

"Services" means any event management services to be provided by Product Guru to the Exhibitor as part of the Booking.

Making a Booking

- The following terms apply whether the Exhibitor makes a Booking for an Event in person ("Physical Event") or online ("Digital Event").
- The Exhibitor must provide Product Guru with accurate, complete registration information for a Booking and it is the Exhibitor's responsibility to update Product Guru with any changes to that information. Product Guru is entitled to rely on any information the Exhibitor provides to it.

Confirmation of bookings

- All Bookings are subject to availability and acceptance by Product Guru, which will be confirmed in writing (including by email) after Product Guru has received the completed booking form, the related Deposit and anything else that Product Guru may reasonably require.
- Upon Company's written confirmation of its acceptance of the Exhibitor's Booking for an Event, there will be a legally binding contract between Product Guru and the Exhibitor to which these terms apply. 6. Product Guru reserves the right to refuse to accept any Booking in its absolute discretion.

Digital Services

- The Exhibitor's email address will comprise the Exhibitor's ID ("ID") for logging in to any Digital Services, where "Digital Services" means (a) any digital networking app or other tools provided in order to participate in any Physical Event; and/or (b) any website or app used to host a Digital Event on Product Guru's behalf.
- The Exhibitor is responsible for all use of any Digital Services made available by the Exhibitor or anyone else using the Exhibitor's ID and for preventing unauthorised use of the Exhibitor's ID. In particular, where Product Guru provides the Exhibitor with a unique link for logging in to any Digital Services, the Exhibitor should ensure that this is not shared with any third party.
- If the Exhibitor believes there has been any breach of security, the Exhibitor must notify Product Guru immediately by emailing support@productguru.co.uk.

Fees

- Fees are correct at the time of publication. Product Guru reserves the right to change the Fees at any time but changes will not affect Bookings which have already been confirmed by Product Guru. The Fees will be as stated on Product Guru's Booking Form current at the date of the Exhibitor's Booking, except in the cases of obvious error, or such other price as may be agreed in writing between the Exhibitor and Product Guru.

Payment of Fees for Physical Events

The terms of payment of the Fees for Physical Events are (i) 35% non-refundable deposit ("Deposit") when the Booking is confirmed; and (ii) the remaining balance of the Fees at least 60 days prior to the Event or an instalments schedule as agreed. Payment must be made via card or bank transfer. Bookings shall not be deemed confirmed until payment of the Deposit has been received in full, in cleared funds. Notwithstanding the foregoing, should any payment of Fees hereunder not be received by their due date, Product Guru shall have the right to cancel the Booking and refuse participation in the Event.

Payment of Fees for Digital Events

The Fees for Digital Events are payable upfront at the time of purchase. In the event of Exhibitors who are part of a subscription, the Fees will either paid at the time of purchase (with automatic renewal) or monthly, commencing from the point of purchase.

- The Fees do not include travel to or from the Event and does not include accommodation. Any accommodation requirements shall be the responsibility of the Exhibitor.

Changes, Cancellations and Postponements

- In certain circumstances, it may be necessary for Product Guru to alter the content, format, venue or timing of an Event.
- If the Exhibitor cannot participate in a rearranged Event for which the Exhibitor has registered as a participant, Product Guru requests that the Exhibitor contact Product Guru as soon as possible at events@productguru.co.uk.
- If the Exhibitor notifies Product Guru that it wishes to cancel its participation at a Physical Event (which has not been rearranged), then cancellation charges will apply as follows (please note that refunds may take up to 20 working days):

Written notice received by the Company	% of the Fees to be charge/retained
Huddle Flex Policy	
90 days or more prior to the event	0% of the fee
Less than 90 days prior to the event	100% of the fees
Standard Terms	
90 days or more prior to the event	35% of the fee
Less than 90 days prior to the event	100% of the fees

Any refund will be distributed in the same form as the original payment was received (e.g. credit card payment will refund to the same credit card account number). Cancellation for Digital Events is not possible.

- Product Guru may in exceptional circumstances need to postpone or cancel an Event, and Product Guru will notify the Exhibitor as soon as reasonably practicable of any such postponement or cancellation. If an Event is cancelled, or if an Event is postponed and the Exhibitor cannot attend the rearranged date, Product Guru will refund any Fees the Exhibitor has paid in advance. Notice of an exhibitor's inability to attend the rescheduled date must be provided in writing within two weeks of receiving notification from Product Guru.

The Exhibitor agrees that Product Guru's liability to the Exhibitor will be limited to the amount of the Fees the Exhibitor has paid and Product Guru will not be liable to the Exhibitor for any expenditure, damage or loss incurred by the Exhibitor as a result of the cancellation or postponement.

Under the terms of **Huddles Flex Policy, exhibitors reserve the right to cancel their participation in a Huddle event up to 90 days prior to the scheduled date. Exhibitors also have the option to transfer their booking to an alternative Huddle event or defer their reservation to the subsequent year. This service is provided without cost; however, it remains subject to any applicable price differentials. It is imperative to note that this transfer privilege is strictly limited to a single occurrence and must be formally communicated no later than 90 days preceding the original event date.

B. Participating in Physical Events

- Product Guru requests that the Exhibitor inform Product Guru of any special access requirements at the time of making the Exhibitor's booking for any Physical Event.
- Product Guru reserves the right, without any liability, to refuse the Exhibitor admission or eject the Exhibitor from any Physical Event for failure to comply with these Terms; or if in Product Guru's reasonable opinion, the Exhibitor represent a security risk, nuisance or annoyance to the running of the Event.
- Materials distributed by or on behalf of Product Guru at a Physical Event may not be reproduced without Product Guru's permission.

Filming, photographs and recordings

- The Exhibitor is not permitted to make reasonable video or audio recordings or to take photographs at any Physical Event. The Exhibitor must not make video or audio recordings of the whole (or substantially the whole) of any Physical Event or of any session within the Physical Event, or use any recordings or photographs for commercial purposes, unless expressly permitted by Company.
- The Exhibitor acknowledge that any Physical Event or part of it may be filmed by audio, visual, audio-visual or electronic means or photographed, including photographs of individual Attendees or groups of Attendees. The Exhibitor agree to permit Product Guru or any third party licensed by Product Guru to use and distribute such footage and photographs, which may feature images of the Exhibitor, in all or any media (including social media) whether now known or hereafter to be invented throughout the world in perpetuity for the purposes of advertising, publicity, reporting and otherwise in relation to the exploitation of such recordings and photographs. Please inform the photographer if the Exhibitor do not wish to be included in any individual or group photographs.

Product Guru's General Obligations in respect of Physical Events

- Product Guru shall provide the Services set out in paragraphs 7 to 9 below to the Exhibitor. Product Guru will use reasonable care and skill in providing these Services.
- Product Guru will allocate a space to the Exhibitor and the size of the space will be agreed with the Exhibitor (both parties to act reasonably and in good faith to agreeing on the size of the space). Product Guru reserves the right to change the space at its sole discretion. The space provided for is to be used solely by the Exhibitor, and no portion can be sublet or assigned without receiving written permission from Product Guru. Each enclosed booth space provided by Product Guru will set with:
 - One table
 - Two chairs
 - Shelving unit
 - Exhibitor ID sign

Additional or varied items can be agreed with Product Guru in advance, subject to availability.

All signage, display materials, and furnishings must be contained within the Exhibitor's allocated space.

Product Guru will undertake such advertising campaigns as it deems appropriate from time to time. By making a Booking, the Exhibitor gives permission for Product Guru to use information in respect of the Exhibitor including, but not limited to, business name and description as part of these advertisements. Should the Exhibitor not wish for its details to be shared in this way, written notice must be given to Product Guru at the point of Booking.

- Whilst reasonable efforts will be taken to advertise the Event, Product Guru cannot, under any circumstances, guarantee the level of participation or attendance at any Event.

The Exhibitor's Obligations in respect of Physical Events

- The Exhibitor is responsible for arranging its own appropriate insurance cover in connection with the Exhibitor's attendance at any Physical Event. To the maximum extent permitted by law, Product Guru will not be liable for any kind of loss or damage to the Exhibitor or the Exhibitor's personal property, unless caused by its negligence. The Exhibitor is also responsible for the insurance of their own goods and equipment, and to ensure their products comply with any relevant legislation.
- The Exhibitor must stipulate its requirements at the time of Booking, including but not limited to, access to electrical sockets. Should electricity be used, any equipment must be PAT tested and be in compliance with applicable law.
- The Exhibitor must conform to all times stipulated and is required to stay for the entire length of the Event.
- Product Guru will use reasonable endeavours to ensure that the Exhibitor is permitted with access to the property on the day prior to the Event. There will be a reasonable time afforded for breakdown following the Event.
- The Exhibitor must observe all rules and instruction given by Product Guru, and must return all tables and/or other equipment in the condition it was received.
- All displays and associated marketing collateral must not exceed a height of 1.6 meters unless requested in writing and approved by Product Guru and request does not obstruct or infringe on any neighbouring exhibitor. Materials must not be hung from any walls, drapery, scaffolding, or aerial fixtures whatsoever and must not block aisles, fire exits, or extinguishers. All exhibition materials and electrical wiring must comply with the relevant fire and other legal regulations.
- Exhibition space sound level must not exceed customary decibels so as not to disturb other exhibitors. Placement of signage or distribution of advertisements and/or promotional material of any kind may be made only within the booth assigned to the exhibitor presenting such material. A firm or organization not assigned exhibit space will not be permitted to solicit business within the exhibit area or in any other conference areas. Failure to abide by these conditions, as determined Product Guru's sole discretion, may result in the immediate termination of the Exhibitor's participation in any Event, without compensation being due.
- The distribution of marketing collateral is restricted to the Exhibitor's allocated exhibition space. Obstruction of aisles so as to prevent and or impede traffic flow is prohibited. Any activity that results in a traffic flow impediment or creates a hazardous condition will not be tolerated. Failure to comply with this requirement may result in the immediate termination of the Exhibitor's participation in any Event, without compensation being due.
- Food and/or beverage not purchased in the venue for the Event cannot be brought onto the premises (with the exception of approved product samples).
- The Exhibitor's exhibition space must be set up and occupied by the end of the designated setup time as indicated in the Product Guru Exhibitor Guideline Information which is provided to the Exhibitor.
- Failure of the Exhibitor to follow any of the requirements set out in these terms may result in the eviction of the Exhibitor without refund. If an Exhibitor is evicted from the Event due to violating paragraphs 10 to 19, the Exhibitor must immediately dismantle all exhibit materials and leave the Event area.
- Product Guru shall determine and publicise the exhibit hours for the Event. Exhibit spaces must be setup the evening prior to Event start. Exhibits cannot be dismantled until the event has ended and the booth space must be cleared by 5pm on the day of the Event.

C. Participating in Digital Events Participation as part of a Digital Event

- The Digital Event is an event whereby the Exhibitor's participation will be facilitated via a link provided which Product Guru will provide to the Exhibitor or via the appropriate page on the Exhibitor's personal dashboard created by Product Guru.

- The Exhibitor is solely responsible for ensuring that the Exhibitor has the necessary desktop or mobile equipment and internet connection in order to be able to participate in the Digital Event.
- Product Guru reserves the right, without any liability, to refuse the Exhibitor access or eject the Exhibitor from the Digital Event for failure to comply with these Terms; or if in Product Guru's reasonable opinion the Exhibitor represent a security risk, nuisance or annoyance to the running of the Digital Event.
- The Exhibitor is not permitted to make the Exhibitor's own video or audio recordings of the Digital Event, or use any photographs or screenshots of the Digital Event for commercial purposes, unless expressly permitted by Product Guru in writing.
- Materials distributed by or on behalf of Product Guru in connection with a Digital Event may not be reproduced without Product Guru's written permission.

D. Use of The Exhibitor's Details

- All information received by Product Guru from the Exhibitor's participation on any Event will be used by Product Guru in accordance with its privacy policy a copy of this can be found at <https://www.productguru.co.uk/more/contact/privacy-policy#important-information-and-who>. Please read this for details of how Product Guru may process the Exhibitor's personal data. In particular, Product Guru may contact the Exhibitor as required for the organisation and administration of any Event.

E. Terms for Attendees

- The Exhibitor acknowledge that (in respect of the Exhibitor's participation in an Event)
 - The Exhibitor may be recorded (video and/or audio) and/or photographed during the course of the Exhibitor's participation in the Event, and Product Guru may make such recordings or photographs publicly available at Product Guru's discretion.
 - Product Guru may share the Exhibitor's contact details with buyers for whom the Exhibitor present to as part of the Event; and
 - Product Guru may mention the Exhibitor on its social media channels

- The Exhibitor's responsibility to ensure the Exhibitor has the necessary software, equipment and internet access to participate in the Digital Event. Details will be provided of who to contact if the Exhibitor encounter any technical difficulties before or during the Exhibitor's participation in the Digital Event.
- The Exhibitor confirm that the Exhibitor's contribution to the Event will comprise the Exhibitor's own original content and that the Exhibitor will either own, or have permission to use, any materials the Exhibitor use, distribute or display at the Event (for example, any slides, handouts or other presentation materials).

F. Limitations on Product Guru's Liability

- Product Guru promises shall organise and operate any Events and with reasonable skill and care and in accordance with good industry practice and all applicable laws.
- Product Guru does not provide any other promises or warranties about any Events. Events are provided on an "as is" and "as available" basis.
- Product Guru is not liable for matters beyond its reasonable control. Product Guru does not control third party communications networks (including the Exhibitor's internet service provider), the internet, acts of god or the acts of third party.
- If Product Guru is in breach of these terms, it will only be responsible to the Exhibitor for any damages that the Exhibitor incur arising out of the Exhibitor's participation in any Events as follows:
 - If the Exhibitor incur any loss as a result of attending any Event outside the scope of these terms, Product Guru accepts no responsibility (liability).

- The Exhibitor will be responsible for all claims, liabilities, damages, cost and expenses suffered or incurred as a result of the Exhibitor's breach of these terms.

- Product Guru will only be responsible for loss or damage the Exhibitor suffer which is the reasonably foreseeable result of Product Guru's breach of a legal duty of care owed to the Exhibitor, but in no event shall the liability of Product Guru exceed the amount, if any, paid by the Exhibitor to Product Guru in respect of participation in the relevant Event.

- Product Guru will not be responsible to the Exhibitor for any loss or damage suffered by the Exhibitor's business, such as lost data, lost profits or any business interruption.

- Product Guru's liability will not be limited in the case of death or personal injury directly caused by Product Guru's negligence in those countries where it is unlawful for Product Guru to seek to exclude such liability.

G. General Provisions

- By booking for any Event, the Exhibitor is entering into a contract with Product Guru Limited, a company registered in Scotland number SC589174, whose registered office address is at 100 West George Street, Glasgow, G2 1PJ.
- These terms contain the entire agreement between the Exhibitor and Product Guru in respect of the with respect to its subject matter.
- If any provision of these terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if the terms had been executed with the invalid, illegal or unenforceable provision omitted.
- No party shall be liable for any failure or delay in performing their obligations hereunder where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the reasonable control of the party in question.
- Any express or implied waiver to perform any obligations under these terms will not prevent the subsequent enforcement of them.
- A person who is not a party to these terms has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of these terms.
- These terms will be governed by Scots law and the Exhibitor irrevocably submits to the exclusive jurisdiction of the Scottish courts. Nothing in this clause will limit Product Guru's right to take proceedings against the Exhibitor in any other court of competent jurisdiction.
- If the Exhibitor has any questions about these Terms & Conditions, please contact support@productguru.co.uk.
- These terms were published on 21st January 2022 and apply until these terms are superseded by a new version.
- Product Guru may update these terms for legal or regulatory reasons, or to reflect changes in our Services or business practices. Product Guru will provide notice of any significant changes in this section of our terms. The Exhibitor should regularly check this section to see if any changes have been made.