

Event Participant Terms and Conditions

These terms and conditions (the “Terms”), apply to all Participants at Events (in each case as defined below). Your attendance at the Event indicates your agreement to these Terms.

1. Definitions

In these Terms the following capitalised words and expressions have the meanings set out against them below:

Malta Stock Exchange plc (MSE), a company incorporated in Malta and with registered number C 42525 whose business address is at Garrison Chapel, Castille Place, Valletta, VLT 1063, Malta (“MSE”, “we”, “us”, “our”)

“Ancillary Event”: any excursion or event, including, for example, a networking event, site visit, boat trip, or any other excursion which is arranged by MSE for Participants at an Event.

“Ancillary Terms”: any supplementary terms and conditions which may be applicable to an Ancillary Event.

“Business Day”: a day, not including a Saturday or Sunday, when the MSE is open for normal business in Malta.

“Content”: materials, data, information and products provided by the MSE or its event partners at, relating to or forming part of the Event.

“Data Protection Laws”: any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; and; any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.

“Event”: an event operated by or on behalf of the MSE including a conference, exhibition, convention, congress, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training, Ancillary Events and Online Events.

“Event Confirmation”: our written (including digital) confirmation of your registration for a place at that Event.

“Event Dates”: the dates on which the Event is scheduled to take place.

“Event Marks”: trademarks and service marks owned by or licenced to the MSE relating to the Event.

“Event Sponsor”: a person or company which has entered into a sponsorship agreement with the MSE or its partners in relation to an Event.

“Event Venue”: the venue at which a physical Event is held.

“Fee”: the fee payable by a Participant (or Sponsor on behalf of a Participant) in order to attend an Event.

“Force Majeure”: has the meaning given in clause 13.

“GDPR”: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Intellectual Property Rights”: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

“Losses”: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).

“Online Event”: an online, virtual or non-physical conference, exhibition, convention, congress, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training or other event.

“Online Event Platform”: any website, platform, forum or other online environment used by the MSE for the purposes of hosting an Online Event.

“Online Event Platform Terms”: any additional terms and conditions applicable to registration to and/or attendance at an Event on an Online Event Platform.

“Participant/You/Your”: an individual who attends an Event in any capacity other than as a representative of the MSE or of the Event Venue.

“Registration Details”: the personal data provided by Participants when they register to attend an Event.

“Software”: the online software applications made available for access or download from our or our supplier’s or event partner’s websites in relation to any Event or Content.

“Sponsor Delegate”: a Participant who attends an Event on behalf of or using an invite provided by an Event Sponsor using a delegate pass (including digital) issued to the Event Sponsor as part of the agreed sponsorship package, and any reference in these Terms to Participant shall include Sponsor Delegates unless expressly stated otherwise.

2. Registration for Events

1. Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee.
2. The Registration Details of each Participant must be registered (whether in their personal capacity or as a representative of a company or other legal entity) with us not less than 7 (seven) Business Days before the start of the Event. We reserve the right to exclude from any Event any individual whose name does not appear on our register of Participants at the start of the Event.
3. If you register for an Event as a representative of a company or other organisation you confirm that you have authority to agree to these Terms on behalf of the company or other organisation. You shall also ensure Participant(s) from the company or other organisation attending the Event are made aware of and shall be bound by these Terms.

4. When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.
5. It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration, and in any event no later than 2 working days in advance of the Event. Any dietary requests made less than 2 Business Days before an Event may not be available.
6. All registrations for Events are subject to availability and to acceptance by the MSE at its absolute discretion.
7. Where an Event requires an event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. Participants must keep their event pass on them at all times during their attendance at the Event and the MSE reserves the right to refuse entry to Participants who fail to produce a pass when requested.
8. If your Event pass is lost, misplaced, stolen or forgotten, a replacement Event pass will only be issued to you at the sole discretion of the MSE and may be subject to purchase at the prevailing on-site Participant rate.
9. By attending the Event you acknowledge that photographs and filming may take place at the Event. The MSE reserves the right to use Event Participant images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event, please notify the photographer during the Event and we will use reasonable endeavours to comply with your request.
10. Participants may not sell, transfer, or share their Event passes. Registered Participants may be substituted by other individuals at no extra cost by notice in writing to the MSE at any time, subject to compliance with these Terms, including (without limitation) the need for any substitute individuals to provide Registration Details at least 5 business days in advance of attending the Event and subject to screening.
11. All Event passes are the property of the MSE. Attendees found wearing falsified Event passes and/or sharing or swapping Event passes shall be required to leave the Event.

3. Attendance Requirements

1. Each Participant shall:
 1. observe the rules, policies and procedures of the Event venue including in relation to health and safety and any reasonable instructions issued by the MSE and/or the management of the Event Venue;
 2. behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or the MSE into disrepute;

3. ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and
 4. ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.
2. You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of the MSE. The MSE is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.
 3. Other than Sponsors and their Participants, Participants are only permitted to conduct business within a designated exhibit space at the Event Venue. Participants observed conducting business in public spaces or in other companies' exhibition spaces may be ejected from the Event.

4. Participant Obligations

1. The MSE reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event or block them from an Online Event Platform without any liability if, in its sole discretion, it determines that such Participant's presence or conduct could cause:
 1. the MSE, its affiliates, the Event Venue owner, the Online Event Platform or the Participant to fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under these Terms are in breach of, or otherwise targeted by Sanctions or other laws;
 2. the MSE to breach any term, warranty, condition or other provision of any contract or undertaking to which the MSE and/or any of its affiliates is or becomes a party; or
 3. disruption at the Event, threaten the safety (including online) of other attendees or hinder the enjoyment of the Event by other attendees, without prejudice to any other rights or remedies available to the MSE.

5. Fees

1. Payment in full of any applicable Fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, the MSE may refuse entry to the Event.
2. Fee schedule rates are valid at the time of completion of registration provided that they are paid in full before the applicable expiration date.
3. All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

6. Intellectual Property Rights

1. All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of the MSE or its third-party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.

2. Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.
3. The Event Marks may not be used without the MSE's prior written permission.
4. Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to the Event contact as described in your Event Confirmation.
5. The Software belongs to the MSE or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such licence agreement.

7. Technical Support for Online Events

1. You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content (where applicable). The MSE is not responsible for the reliability or continued availability or speed or quality of the telephone or internet lines and/or equipment that you use to access and/or use any Event or Content.
2. In relation to any Events which require on-line internet access, such as webinars, forums, online or virtual Events, it is your responsibility to ensure that your systems are compatible with our technology or the technology of our Online Event Platform prior to registering for such an Event.
3. The MSE is not liable or responsible for any technical issues which may arise as a result of your failure to ensure the compatibility of our technology with your systems. Similarly, we are not liable or responsible for any delay, disruption, or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control. Access to online Content may not be available as a result of downtime for repairs, maintenance and/or repairs to the MSE's websites, Online Event Platforms and systems.

8. Access to Online Events (when/where Applicable)

1. Participants who register for Online Events, or Events that otherwise grant access to online Content shall be given usernames and passwords, as appropriate for the relevant Event. Attendance at an Online Event may be subject to additional Online Event Platform Terms. By attending an Online Event you are deemed to accept any such additional Online Event Platform Terms.
2. Except to the extent that a username and password is expressly intended for more than one person as confirmed by us in writing, Participants are not permitted:
 1. to share username and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of the Participant or your company); or
 2. to make their usernames and passwords available to multiple users on a network.

3. Participants are responsible for all access to any Event, Online Event Platform and/or use of any Content by them or anyone else using their usernames and passwords and for preventing unauthorised use of any such usernames and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any username, password or any payment information), you must notify us immediately by emailing the support contact in your Event Confirmation.
4. An Online Event may include discussion groups, virtual meeting rooms and other forums (“Interactive Areas”) enabling interaction between Participants and Sponsors. We do not control and are not responsible for the information and/or materials posted to Interactive Areas by Participants or Sponsors (“User-Generated Content”) and cannot guarantee the veracity or accuracy of any such User-Generated Content. All use of the Interactive Areas is at your risk, and you should not rely on User-Generated Content in any way.
5. You hereby grant the MSE a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-licence all or any part of the User-Generated Content posted by you or any of your representatives. The MSE may, without notice to you or any third party, delete, move or edit any such User-Generated Content or part of it. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content.
6. You are responsible for the content of the User-Generated Content which you contribute and must comply with the restrictions set out below when publishing it. We are under no obligation to monitor User Generated Content.
7. You may not, within the Interactive Areas post, publish, link to, upload, download, send, distribute, use or re-use any information or material which: (a) is obtained in breach of confidence or which contains confidential information or infringes any intellectual property rights or rights of privacy or other rights of any third party; (b) is offensive, threatening, abusive, indecent, defamatory, obscene; (c) is unlawful; (d) constitutes unsolicited advertising or promotional material of any type; (e) constitutes or contains a virus or other harmful component or malware; or (e) which is or could be taken to be the provision of advice (including, without limitation, investment advice).
8. You may not use any Interactive Area: (a) for any unlawful purpose; (b) to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same; or (c) to collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the express consent of the relevant individual.
9. You agree to reimburse us for any losses, damages, costs and expenses which we may incur as a result of your publication of User-Generated Content.

9. Ancillary Events

1. The MSE may offer Participants the opportunity to attend an Ancillary Event, in which case specific Ancillary Terms may apply. Such Ancillary Terms shall be contained in the materials provided to you when you register to attend an Ancillary Event and shall apply in addition to these Terms.

2. If there is any inconsistency between these Terms and any applicable Ancillary Terms, the Ancillary Terms shall take precedence in relation to the Ancillary Events.

10. Changes to Event

1. Although the MSE's Event programmes are correct at the time of publication, we may exchange the format, Content, venue, speakers, hosts, moderators and/or timing of an Event, including a change from a physical Event to an Online Event. The MSE shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

11. Cancellation, Refund and Substitution

1. Registrations cancelled are eligible for an 80% refund of the registration fees paid. The remaining 20% of the fee contributes to administration costs incurred. Your ticket remains the property of the MSE plc and is a personal revocable license, which may be withdrawn, and admission refused at any time.

The tickets purchased are for your own personal use or that of your business only and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect. We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket broker or tout. The MSE will not be liable for the granting of any visas that are required to attend any event or conference. In the event that an attendee's visa is not granted, tickets will not be refunded for any event or conference.

2. Transfer of tickets or substitutions should be sent in writing to the MSE contact designated in the Event Confirmation as soon as possible (and in any event at least 5 Business Days before the Event). Registration details for any substitute must be received by the MSE at least 5 Business Days before the Event.
3. We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, subject to clause 13, we shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event or, subject to clause 13, issue you a full refund of relevant Fees paid by you. Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

12. Data Processing

1. All information received by us from your attendance at any Event will be used by the MSE in accordance with our Data Protection Policy. Please read this for details of how we may process your personal data.

2. If you provide the MSE with an email address that will result in any messages the MSE may send you being sent to you via a network or device operated or owned by a third party (e.g. your employer or colleague) then you agree that you are entitled to receive those messages. You also agree that the MSE may stop sending messages to you without notifying you.
3. Where an Event is stated (in the booking process of that Event) to have an “Attendee List”, this means that the names, job titles and organisations of all registered Attendees at that Event will be included on a list that is provided to speakers, sponsoring companies and (for Physical Events) other Attendees at the Event. You can opt out of being included in the Attendee List by emailing events@borzamalta.com.mt.
4. For Digital Events, the Attendee List is not made available to Attendees (other than speakers and sponsoring companies, as set out in paragraph 12.3 above). However, your details may be available to other Attendees if you post Attendee Content.
5. Attendees must not use the Attendee List for their own promotional and marketing purposes, for example by using the Attendee List for sending any form of unsolicited communications to other Attendees.
6. The MSE will only contact you for marketing purposes and will only pass on your contact details to sponsors for marketing purposes, to the extent that you agree to this (for example, during the booking process for your account or for any Event).
7. For more information about our data protection policy please go to our Privacy Policy at <https://www.borzamalta.com.mt/privacy-policy>.

13. Force Majeure

1. In this clause, “Force Majeure” means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.
2. We reserve the right to cancel the Event by reason of Force Majeure, including but not limited to fire, flood, extreme weather conditions, acts of war or violence, malicious damage, explosion, earthquake, pandemic (including any government/state action taken as a result of it), strike, civil disturbances, political unrest, riot, labour dispute, power cuts or any other extraneous variable beyond our control.
3. Neither party shall be liable for failure to perform its part of this Agreement in the event of Force Majeure as listed above, provided that those events could not be foreseen or the effects of these events prevented, when the contract was entered into.

14. Company’s Warranties

1. The MSE warrants, represents and undertakes to you throughout the Term that:

1. it shall exercise its obligations and responsibilities in accordance with all applicable law;
2. it will endeavour to host a first-class quality Event to the best of its ability and in accordance with all due care and skill.

15. Liability

1. Neither party excludes liability for death or personal injury resulting from its negligence or fraud.
2. Subject to Clauses 14 and 15, the maximum aggregate liability of either party in respect of any loss or damage suffered by the other party and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not, in any twelve month period, exceed the Fees paid in the twelve month period immediately preceding the relevant breach.
3. Subject to Clause 14, neither party shall be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 1. any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
 2. any loss of goodwill or reputation; or
 3. any indirect or consequential losses,in any case whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by the other party arising out of in connection with any matter under this Agreement.
4. You shall not be responsible for any matters relating to the operation of the event, the operation of the MSE, its employees, staff, representatives or agents, including any events run by the MSE. All payments, salaries, insurance and other matters relating in any way to the event shall be the sole responsibility of the MSE.

16. Amendment

1. We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 11 of these Terms.

17. Entire Terms & Conditions, Variations and Assignments

1. Th Terms & Conditions shall be applicable to you and us and supersedes all previous communications, representations and arrangements, written or oral, except in respect of any fraudulent misrepresentation made by either party. You acknowledge that no reliance is placed on any representation made but not embodied in these Terms and Conditions.

2. We shall be entitled to vary these Terms and Conditions on one week's notice to you by posting such amendments on the MSE/Event website and will take effect from the date stated on them. You are advised to check our website from time to time for any variations of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any other document, these Terms shall prevail.
3. No waiver or any breach of any of these Terms and Conditions shall be deemed to be a waiver of any other breach and no waiver shall be effective unless in writing.
4. We may assign, transfer or novate these Terms and Conditions and the rights and obligations under it to any other party at any time and shall inform you thereof in writing within a reasonable time thereafter.

18. Applicable Law

1. This Agreement will be governed by the laws of Malta and will be subject to the exclusive jurisdiction of the Courts of Malta.