

**EMOTIONS TRAVEL SHOW SEVILLA 2024**  
**BUYERS TERMS & CONDITIONS**

**1. DEFINITIONS**

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

1.1. "Exhibition" means Emotions Travel Show Sevilla 2024 to be held at Pabellón de la Navegación, Seville, Spain, from June 2nd to June 5th, 2024 which is owned and organized by Emotions Travel Community SL (the "Organizer").

1.2. "Buyer" means the person, accepted by the Organizer, who will attend the Exhibition as a buyer of luxury travel products where complimentary accommodation, transfers and entry to the exhibition are provided by the Organizer.

1.3. "Exhibitors" mean exhibitors who have contracted with to take stand space at the Exhibition.

1.4. "Pre-Scheduled Appointment (PSA) System" means the appointment system operated by the Organizer to co-ordinate the appointments of the Buyer during the Exhibition.

**2. TERMS OF THE CONTRACT**

2.1. These Terms and Conditions constitute the entire agreement between the parties, superseding any previous agreement or understanding.

2.2. Any changes or additions to these Terms and Conditions must be agreed in writing by the Organizer, which may, from time to time, vary or amend these Terms and Conditions, provided that such variations or amendments do not operate to diminish the rights reserved to the Buyers, and shall not operate to increase the liabilities of the Organizer.

**3. BUYERS**

3.1. Buyers will receive from the Organizer:

- Participation at Exhibition (3 days including 38 pre-scheduled appointments). The Buyer knows and accepts that the management and organization of the meetings is done by the Organizer.
- Up to 3 nights' accommodation (June 2, 3 & 4, 2024) at one of the hotels chosen by the Organizer.
- Invitation to attend Emotions Special Events (official schedule will be provided closer to the event date).
- Transfers to/from the airport/train station on specific dates: arrival transfers will be available on June 2, 2024 and departure transfers on June 5, 2024

3.2. As a condition of receiving the complimentary services from the Organizer, Buyers will be required to:

- Actively participate in the Pre-Scheduled Appointment (PSA) System.
- Attend all meetings, networking sessions and experiential seminars scheduled by the Organizer and included by the Organizer in the event's agenda.

Failure by any person to comply with the requirements stated above may result in a review of the person's Buyer status and/ or exclusion from the Exhibition without refund of any sums that may have already been paid by that person. A significant shortfall by the Buyer on the minimum commitment with respect to attending appointments shall be treated by the Organizer as a cancellation, and cancellation fees will apply (see "Cancellations" section below).

**4. ACCOMMODATION**

4.1. Buyers are obligated to arrive at the Exhibition on June 2nd, 2024 and depart after the end of appointments on June 5th, 2024.

4.2. The Organizer will provide the Buyers with a transfer service to and from Seville airport/ train station to and from their accommodation in Seville. This will be either by car or bus. Arrival transfers will be provided on June 2nd, 2024 and departure transfers will be provided on June 5<sup>th</sup>, 2024.

4.3. The Organizer will provide the Buyer with maximum of 3 nights' accommodation in Seville for the nights of June 2, 3 and 4, 2024. The Organizer will not be responsible for extra room costs incurred during the stay. Any room upgrades will be solely at the discretion of the hotel management. Additional nights, if requested by the Buyer, are payable by the Buyer locally directly to the hotel. The Buyer has no right to any particular hotel allocation, although the Organizer will endeavor to take into account the Buyer preferences when allocating the hotels.

4.4. The Buyer's' accommodation will be on single occupancy (bed and breakfast basis). Should the Buyer arrange an extension to the stay, the transfers to and from the airport will be at the cost of the Buyer.

4.5. Should the Buyer choose to change their accommodation during the Exhibition, this should be arranged at the sole discretion of the Buyer and the Buyer should seek to arrange alternative accommodation at their own cost.

#### **5. CANCELLATION & REPLACEMENTS FOR BUYERS**

5.1. Replacements: Invitations to Buyers are non-transferable. In instances where Buyers need to cancel their participation, they may request that a colleague from their organization attends as a replacement. On the condition that the replacement is accepted by the Organizer, a cancellation/ change fee will not apply.

5.2. Cancellation of attendance: Whilst not encouraged, Buyers may cancel their attendance to the Exhibition with no penalty before April 1st, 2024. Cancellations received from April 2nd, 2024 to May 26th 2024 will incur a fee of USD 500.-. Cancellations received from May 27th, 2024 (date Appointments' Schedules are sent) to June 1st, 2024 will incur a fee of USD 1.000.-. Cancellations received from June 2nd, 2024 will be considered as No Show applying the provisions of paragraphs 5.3. and 5.4. All cancellations must be received by the Organizer in writing and must have been acknowledged by the dates specified above by the Organizer.

5.3. No Show: Buyers who do not inform the Organizer of their cancellations and do not attend the Exhibition will incur a no-show fee of USD 1.500.-.

5.4. Cancellation of attendance fees shall be payable by Buyers within fourteen days of the cancellation date, and no-show fees shall be payable by Buyers within fourteen days of the closing date of the Exhibition. The Organizer will inform to the Buyer the way of payment of such cancellation and no-show fees. The Buyer may request an invoice if required.

5.5. Buyers agree that the above charges are a reasonable pre-estimate of the loss suffered by the Organizer in the event of Buyers breaching these Terms and Conditions.

#### **6. INDEMNITY**

6.1. The Buyer shall indemnify and hold harmless the Organizer against any loss, damages, costs, expenses or other claims arising from:

- a. Breach of these terms by the Buyer or any person.
- b. Acts or omissions of the Buyer or its employees, whether negligent or otherwise.

#### **7. EXCLUSION OF LIABILITY**

7.1. The Organizer takes no responsibility:

- 7.1.1. For the insolvency or failure of any hotel or ground handling company or other supplier.
- 7.1.2. If a Buyer is refused entry to Spain.

7.2. The Buyers must obtain adequate travel insurance coverage for their stay and it is recommended in particular that Buyers take out adequate cancellation insurance to cover the instances referred to in paragraph 5, insurance for their baggage and medical insurance.

7.3. Individual visa requirements, travel permits, other licenses and inoculations will be the sole responsibility of the Buyer, including any necessary costs incurred.

7.4. The Organizer, its agents, its employees, and its subcontractors shall not be liable for loss, damage or delay resulting from acts or threats of war, hijack, terrorist activity, civil commotion, industrial disputes, fuel shortages, natural disasters or adverse weather conditions, strikes or lockouts intervention or regulation, military activity, epidemics or any other circumstances outside the Exhibition or its subcontractor's control which shall make it impossible or inadvisable for the Organizer to hold the Exhibition at the time and place provided or makes it impossible to get the Buyers to the Exhibition or to provide hotels, transfer appointments, events or other services to Buyers. The Organizer reserves the right to re-schedule the Exhibition at another date and/ or at an alternative site.

7.5. The Organizer shall not be liable to the Buyer, in contract, tort or otherwise for any loss of profit, loss of business or revenue, loss of anticipated savings or any indirect or consequential loss or damage, costs or expenses arising out of or in connection with the Buyers attendance at the Exhibition.

7.6. The Organizer shall not be liable for the death or personal injury of any Buyer save where such liability cannot be excluded under Spanish Law.

#### **8. RESCHEDULING POLICY.**

8.1. If the ORGANIZER is forced to reschedule the EXHIBITION by virtue of the Covid-19 pandemic, based on the preservation of the health of the attendees, or any other cause of force

majeure, the participation of the BUYER will remain as is confirmed for the new date of the EXHIBITION, that will take place in June 2025. In case the new date is not convenient for the BUYER, the BUYER may request to process the cancellation of its participation.

8.2. In the case of unforeseeable events or force majeure (including, without limitation, strikes, demonstrations, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, governmental action, sanitary crisis (including epidemics and pandemics), weather and climatic events, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, and extraordinary events arising out of any cause or event beyond Organizer's control), the Organizer reserves the right to re-schedule the Exhibition at another date and/ or at an alternative site. In the case of unforeseeable events or force majeure, the Organizer reserves the right to change the dates, times or deadlines planned. The Organizer shall have no liability for any damage and/or costs and/or expenses that the Buyer may have had as a result of such event.

## 9. **GENERAL**

9.1. Completion of an application form applying to become a Buyer at the Exhibition does not automatically guarantee a place on the Buyer Program. Applicants will be notified by the Organizer if their application is successful. The Organizer's decision is final. Only one application form may be completed by each proposed participant and only the first application form will be accepted.

9.2. Successful applicants will only be accepted as Buyers if they have read and agreed to these Terms and Conditions.

9.3. The Organizer reserves the right to remove a Buyer from the Buyer Program and to withdraw complimentary accommodation at its complete discretion without liability if it is in the best interests of the Organizer and Exhibitors.

9.4. It is important for any Exhibitor, buyer or member of media to understand, that the Organizer's events are solely for business purpose and targeted for influential people working within the luxury travel industry. We understand that a number of Buyers would like to take an accompanying person along them when travelling to destinations where the Organizer's events take place. This is perfectly acceptable; however, we would like to draw your attention to the following points:

a. The Organizer can book the buyer into twin/ double room, but any additional costs incurred are payable by the Buyer upon check out. The Organizer will not be able to advice on the cost until the accommodation has been confirmed; charges will vary according to the hotel.

b. The Organizer can provide airport transfers for one accompanying person only if she/ he travels with the Buyer.

9.5. The Buyer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors throughout their entire stay at the Exhibition. Failure to comply with this requirement may result in action taken in accordance to the exclusion from the Exhibition without refund of any sums that may have already been paid by that person.

9.6.. The Buyer will afford and will be in charge of any extra costs and/ or expenses not mentioned in these Terms & Conditions.

9.7. The Organizer may require the Buyer for diagnostic tests for the detection of COVID-19 in accordance with the guidelines, instructions and criteria agreed upon by the competent health authority. In case of positive COVID 19 test, the Buyer will not be able to attend the Exhibition and the Organizer will not be not responsible for any charges that this implies for the Buyer.

9.8. Any disputes arising under these terms will be governed by Spanish law and are subject to the exclusive jurisdiction of the Courts of the City of Seville, Spain.

9.9. By agreeing to these Terms and Conditions, the Buyer consents under all relevant data protection legislation to the Organizer to communicate by telephone, fax, e-mail and by post and using Buyer's personal information for internal processing and for disclosure to third parties such as airlines, hotels and Exhibitors in connection with the attendance at the Exhibition. In addition, the Organizer may use the details to invite the Buyer to other events organized by the Organizer to offer other relevant products and services supplied by the Organizer or third parties.