

Carsofthefuture.co.uk Self-driving Industry Awards Terms & Conditions (Ts&Cs)

1. Introduction

Featurebank Ltd ("**Featurebank**", "**we**", "**our**" and "**us**") is a company registered in England and Wales. Our company registration number is 5964028 and our registered office is 159 Northdown Park Road, Margate, CT9 3PY . Our VAT number is 899303184. These are the terms and conditions subject to which we will allow you as a business ("**you**") to enter our Carsofthefuture.co.uk Self-driving Industry Awards.

Featurebank Ltd events are intended only for business, academic or professional audiences. If you are an individual consumer, you must make this clear to us prior to making any booking and different terms may apply to your booking.

2. Making an Entry

2.1 Entries must be made following the process and rules set out on the Carsofthefuture.co.uk Self-driving Industry Awards Page.

2.2 We will not accept responsibility for Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. For the avoidance of doubt, proof of posting or transmission of a lost or delayed Entry for the Carsofthefuture.co.uk Self-driving Industry Awards Competition will not be accepted as a valid or alternative Entry.

2.3 Our acceptance of your Entry will take place when we accept your Entry booking in writing, at which point a contract will come into effect between you and us, on and subject to these terms and conditions, which shall take precedence over any terms and conditions which may accompany your Entry except to the extent that we agree in writing that any additional terms override these terms and conditions, with specific reference to this clause.

2.4 Acceptance of your Entry shall not (unless it is expressly stated otherwise) prejudice any rights, obligations and/or remedies both you and we may have and which have accrued independently from this Agreement.

3. Eligibility & Judging

3.1 The Carsofthefuture.co.uk Self-driving Industry Awards Competition is open to entrants fulfilling the Entry Criteria set out on the Carsofthefuture.co.uk Self-driving Industry Awards Page.

3.2. You must not submit any Entry that you know or suspect:

(i) is inaccurate, false, or misleading (including where it omits material information regarding the subject of the Entry); and/or

(ii) conflicts with our corporate values (accessible at [www.Featurebank Ltd.com/responsibility](http://www.FeaturebankLtd.com/responsibility)) (including with regards to social and corporate responsibility) or will or may bring us into disrepute; and/or

(iii) contains information or material that: (a) infringes the intellectual property rights of any third party; (b) the disclosure of which would place you in breach of confidentiality obligations owed by you to any third party; or (c) is or may be defamatory,

(any such entry being a “**Non-compliant Entry**”).

3.3 We reserve the right to disqualify any Entry that we consider (in our sole discretion) to be a Non-compliant Entry, including in circumstances where we have awarded you an award in an Carsofthefuture.co.uk Self-driving Industry Awards Competition in connection with such an Entry. Where your Entry is disqualified pursuant to this clause 3.4, any Fees paid by you to us at the point of such disqualification will be non-refundable.

3.4 You may not appeal any decision made by us that an Entry is a Non-compliant Entry and we shall not be liable for any losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by you (including any loss of goodwill, loss of profits and loss of revenue) in connection with: (i) the disqualification of an Entry (including in circumstances where such disqualification results in the withdrawal of an award awarded to you in an Carsofthefuture.co.uk Self-driving Industry Awards Competition and including in relation to any loss of goodwill or damage to reputation caused by such disqualification); or (ii) any publicity related to such disqualification, including any announcement or communication that we may choose to make (in our absolute discretion) in connection with our decision to disqualify the relevant Entry.

3.5 In the event that we determine that an Entry that has been awarded an award in a Carsofthefuture.co.uk Self-driving Industry Awards Competition is a Non-compliant Entry, we shall select an alternative winner of the relevant award in the same manner as the original winner (and for the avoidance of doubt that winner’s Entry shall also be subject to these terms and conditions).

3.6 The Entries will be judged by a panel of selected judges.

3.7 We will consider your Entry on its merits and solely on the basis of your Entry Materials (as defined below). The judges’ decision will be final and we will not enter into any correspondence or discussion with any entrants nor will we accept any submissions, representations or appeals with regard to such decision. We reserve the right not to make any particular award in any given category.

3.8 Your Entry and any supporting documentation and materials provided to us in connection with your Entry (“**Entry Materials**”) will not be considered to be Confidential Information unless you mark any specific information contained within Entry Materials as confidential . You may not mark your entire Entry as Confidential Information.

3.9 A party shall not disclose Confidential Information of the other party to any third party, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.10 You agree that we and/or our Group Companies can use Entry Materials (or any part of them, excluding any Confidential Information comprised in the Entry Materials) for advertising, publicity or informational purposes in or any form or media, including as part of any case study.

4. Attending the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony

4.1 In order to make a booking for attendance at the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony, you need to complete a registration form. Once you submit your registration form, we will try to process your booking as soon as possible. Your booking is not confirmed until you receive an email confirmation from us which sets out joining instructions and other useful information. It is your responsibility to update us of any changes to your contact details so that we are able to contact you.

4.2 Unless otherwise agreed by us in advance and in writing, all Attendees must be at least 18 years of age on the date of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony.

4.3 We are not responsible for any offence caused by the presenter or any acts or other entertainment in the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony.

4.4 Attendees are required to make their own arrangements for transport to the Venue. We are not responsible for any inability to attend owing to failure of transport.

4.5 An Attendee who arrives late may not be allowed to enter the Venue until there is a suitable break in the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony, or until suitable door arrangements have been made.

5. Venue & Special Requirements

5.1 Attendees must comply with the rules and regulations governing the Venue including dress codes and rules of entry. If an Attendee brings any property to the Venue, he/ she/she does so at his/ her own risk. We are not responsible for any loss and/or damage to such property. If an Attendee is using car parking facilities at the Venue, he/ she does so entirely at his/ her own risk. We do not accept any responsibility for any loss and/or damage resulting from his/ her use of such car parking facilities. Car parking spaces are not guaranteed.

5.2 We reserve the right to refuse admission to any person whom we consider in our absolute discretion to be unsuitable for admission to the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony or to remove such person after the start of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony.

5.3 If there are any specific requirements due to a disability, food allergies or for any other reason (a "**Special Requirement**"), please email us at the address set out on the Carsofthefuture.co.uk Self-driving Industry Awards Page as soon as possible and, in any event, no less than 7 days before the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony. Where you inform us of a Special Requirement less than 7 days before the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony you understand it may not be possible to accommodate that Special Requirement, or its accommodation may result in an additional charge.

5.4 If you are hosting other guests, you are responsible for informing us of any Special Requirements for any of your guests, as per clause 5.3.

6. Data Protection

6.1 To the extent that you provide us with Personal Data under this Agreement, Our Privacy Notice (as set out on our website) shall apply to the provision of such Personal Data to us.

7. Cancellations, Withdrawal & Change of Venue

7.1 We reserve the right to cancel, postpone or move the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony to another Venue or to change any other aspect of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony at our discretion for any reason whatsoever. However, we will notify you promptly if the change relates to a change of Venue or material change in timing. For the avoidance of doubt, such a change shall not entitle you to terminate this Agreement.

7.2 We reserve the right to change the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony presenter or any other performers and do not guarantee the attendance of any particular guest.

7.3 Any discounts or offers advertised for a particular event (such as "**Early Bird**" offers) may be time limited and/or subject to availability and will be subject to additional terms and conditions.

7.4 If you wish to withdraw your entry, you must email us at the address set out on the Carsofthefuture.co.uk Self-driving Industry Awards Page. Where you withdraw your entry more than 14 days after booking, or on or after the closing date for entry (whichever is earlier) there will be no refund.

7.5 If you withdraw your Entry and there are outstanding payments you may be liable for payment of the Entry Fee, as appropriate, depending on the date and time of the cancellation.

7.6 If you (or if any of the Attendees you booked) cannot attend the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony we may allow a substitute Attendee at our discretion, and provided the request is made no later than 72 hours prior to the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony. Any such request must be made by email to the address set out on the Carsofthefuture.co.uk Self-driving Industry Awards Page and should

include the name of the Attendee who will not be attending and the full name of the substitute, including their job title and contact details. If the substitute delegate has differing requirements (e.g. dietary) from the original, we may not be able to accommodate these if the request is received later than this. We may reject any unsuitable delegate at our absolute discretion. The substitute Attendee must be from the same organisation as the original Attendee who could not attend.

7.7 You agree that, notwithstanding clause 7.4, we will have no liability under this Agreement, in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with respect of any cancellation or postponement of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony or the moving of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony to a new Venue, including but not limited to travel and accommodation costs.

8. Fees & Payment

8.1 We shall raise an invoice for the Fee and payment is due on the date of that invoice.

8.2 Payment of any bank transfer charges are your responsibility.

8.3 All sums payable by you under this Agreement are subject to any applicable tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.

8.4 All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If you fail to make payment of any sums due ("**Debt**"):

8.4.1 We reserve the right to cancel (a) your Entry, and/or (b) the registration of Attendees prior to the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony.

8.4.2 irrespective of clause 12.2, we shall be entitled to initiate proceedings against you without any notice in order to recover the Debt; and

8.4.3 you shall be liable to be pay an administration fee and interest (accruing on a daily basis) on the amount unpaid, in each case, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this Agreement) from the due date of payment, both after as well as before any judgment or order.

8.5 Any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid invoice shall be recoverable from you.

8.6 If you breach this clause 8, we may terminate this Agreement immediately by giving you written notice.

9. Term & Terminations

9.1 This Agreement shall commence on the Start Date and shall continue, unless the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony or your attendance at such, is cancelled in accordance with clause 7, until the date upon which the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony ends ("**Term**") when it shall terminate automatically without notice.

9.2 We may terminate this Agreement at any time by giving you 15 days' written notice.

9.3 We shall be entitled to terminate this Agreement immediately by written notice whenever you breach any provision hereof which expressly entitles us to terminate the Agreement.

10. Expiry & Termination Consequences

10.1 Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

10.2 Upon expiry or termination of this Agreement:

10.2.1 you shall pay any Fees that have been invoiced up to (and including) the expiry or termination date but not paid for; and

10.2.2 each party shall promptly return to the other any property of the other within its possession or control.

11. Liability

11.1 Neither you nor us shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraud and/or fraudulent misrepresentation; and (c) any other loss that cannot legally be limited at law.

11.2 You shall not exclude or limit your liability under any indemnities given by you under this Agreement.

11.3 You shall fully and effectively indemnify and hold harmless us and any Group Company against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with:

11.3.1 any breach of this Agreement by you; and

11.3.2 any acts or omissions of yourself, your employees, agents, contractors, visitors, Attendees and/or guests at the Venue arising out of or in connection with the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony and/or the Venue.

11.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

11.5 Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Fees you paid to us.

12. General

12.1 **Notices.** All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by post. The notice shall be deemed to have been given if sent by email within 12 hours of delivery to the sender's ISP provided within that no notice of delivery failure has been received, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.

12.2 **Disputes.** If any dispute arises between us out of or in connection with this Agreement, our respective representatives shall communicate within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that event, the dispute shall be referred to our respective senior management (or their nominees) who shall communicate within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.

12.3 **Force Majeure.** We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, any curtailment to or cancellation of public transport, strikes or walkouts, communicable disease, epidemic, acts or threats of terrorism or civil unrest, or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against ("**Force Majeure Event**"). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate this Agreement by giving you 5 Business Days written notice. In such circumstances reserve the right not to refund your registration fees and advise that insurance should be taken to cover such eventualities. A Force Majeure Event shall not entitle you to delay payment of any sums under this Agreement. You are responsible for making your own way to the venue for the event, and you shall remain liable for all payments under this agreement irrespective of any failure of transport or other reason why you are unable to attend the conference.

12.4 **Publicity.** We expressly agree that we and/or our Group Companies shall be entitled to refer to you as an Attendee of our Carsofthefuture.co.uk Self-driving Industry Awards Ceremony in sales and marketing literature (including websites) and reproduce your logo and/or trade mark for that sole purpose.

12.5 **Video footage & Photography:** During the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony, we may shoot video footage and take photographs of the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony which may include video footage and photographs of you and/or your booked Attendees. We will make use of such footage and photographs in accordance with our Privacy Notice.

12.6 **Third party Rights.** Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.

12.7 **Assignment and sub-contracting.** This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.

12.8 **Amendments and changes.** No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.

12.9 **Severability.** If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.

12.10 **No Waiver.** A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

12.11 **Further assurance.** Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

12.12 **Remedies cumulative.** The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated. 12.13 **Counterparts.** This Agreement may be entered into in any number of counterparts and by the parties on

separate counterparts, all of which taken together shall constitute one and the same instrument. Where the parties agree to sign this Agreement by electronic signature (whatever form the electronic signature takes), then this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

12.14 **Status of parties.** Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

12.15 **Entire Agreement.** This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

12.16 **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

13. **Definitions**

13.1 In this Agreement the following terms have the following meanings:

"Agreement"	means these terms and conditions, the booking, and any documents stated in any of them as being incorporated by reference;
"Attendee"	means a Carsofthefuture.co.uk Self-driving Industry Awards Ceremony attendee;
"Carsofthefuture.co.uk Self-driving Industry Awards Ceremony"	means the ceremony during which the Award Competition winners are announced;
"Carsofthefuture.co.uk Self-driving Industry Awards Competition"	means the competition described in the applicable competition summary;
"Carsofthefuture.co.uk Self-driving Industry Awards Page"	means the areas of the Website where you will find the information and terms and conditions relevant to a particular Carsofthefuture.co.uk Self-driving Industry Awards Ceremony and/or Carsofthefuture.co.uk Self-driving Industry Awards Competition;
"Business Days"	means any day other than Saturday, Sunday, or a day on which an English public holiday falls;
"Confidential Information"	Means, subject to clause 3.8, information of an operational, administrative, financial or business nature, or which is Personal Data, Sensitive Personal Data or otherwise, and

which comes into a party's possession under or in connection with this Agreement that (a) is identified as confidential to the other party; or (b) ought reasonably to be considered as confidential to the other party (whether or not identified as confidential), and in any case shall include (i) any information relating to a party including information in respect of a party's business, activities, personnel, customers, products, business plans, business developments, finances, marketing plans, management systems, new business opportunities, ideas, know-how, processes, policies and/or procedures;

"Data"	means data, Personal Data and/or Sensitive Personal Data;
"Data Controller"	has the meaning set out in the GDPR;
"Data Privacy Laws"	means all applicable data protection and privacy legislation in force from time to time in the UK including GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
"Data Processor"	has the meaning set out in the GDPR;
"Data Subject"	has the meaning set out in the GDPR;
"Entry"	means an entry made by or on behalf of you to compete in an Carsofthefuture.co.uk Self-driving Industry Awards Competition;
"Entry Fee"	means the fees payable by you to submit an Entry;
"Fees"	means the Entry Fee and/or the Attendance Fee;
"GDPR"	Means the General Data Protection Regulation ((EU) 2016/679);
"Group Company"	means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether by contract, ownership of shares, membership on the board of directors, agreement or otherwise;
"Host"	means the person booking attendance at the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony on behalf of other guests.
"Non-compliant Entry"	has the meaning given to it in clause 3.3.
"Privacy Notice"	Featurebank Ltd's privacy notice, as set out on Featurebank Ltd's website and updated from time to time;
"Process" or "Processing"	has the meaning set out in the GDPR;
"Sensitive Personal Data"	has the meaning in the GDPR;

“Start Date”	means the date that this Agreement is executed by both parties, or, if not so executed, the date upon which we first accept your order to enter our Carsofthefuture.co.uk Self-driving Industry Awards Competition and/or attend the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony;
“Term”	has the meaning set out in clause 9;
“Venue”	means the venue where the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony takes place.
“Website”	means the website, web page or microsite hosted by us or on our behalf containing information about the Carsofthefuture.co.uk Self-driving Industry Awards Ceremony and Carsofthefuture.co.uk Self-driving Industry Awards Competition and referencing these terms and conditions.

13.2 The words “including”, “include”, “in particular”, “for example” and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

13.3 Clause headings and sub-headings are not be used in its interpretation.

13.4 References to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.

13.5 A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before, on or after the Start Date; and

13.6 A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) on or after the Start Date.