



23-24 APRIL 2024 → ATLANTIS, THE PALM, DUBAI

Partnership Agreement – The Retail Summit 2024

Partner Details:

Company Name: Department for Business and Trade

Contact: Jose Richard

Title: [REDACTED]

Address: Old Admiralty Building, London SW1A 2DY

Tel: [REDACTED]

Email: [REDACTED]

Booking Details:

The Retail Summit Contact: Gary Thatcher

Email: [REDACTED]

Total Package Amount: £33,810 GBP

This Sponsorship Agreement shall be subject to the Company's General Terms and Conditions of Sponsorship (as below) except as such may be varied by the terms of this Sponsorship Agreement and by signing below the Sponsor hereby confirms its acceptance of those General Terms and Conditions of Sponsorship.

DocuSigned by:
[REDACTED]
Signed: [REDACTED]
2C4DED276A3040B...

Date: 19/4/2024

Authorised Signatory Print Name:

Joe Stevens

(Partner)

DocuSigned by:
[REDACTED]
Signed: [REDACTED]
(TRS) [REDACTED]
694006A9A1E4424...

ate: 19/4/2024

Partnership Deliverables:

UK marketplace pavilion including stand design and build
Meet the buyer recruitment.
Meet the buyer event including room hire and refreshments.
DBT delegate tickets
DBT staff tickets

[REDACTED]

[REDACTED]

[REDACTED]

1. Payment Terms/Late Payment

1.1 Payment is due in 30 days from this Agreement's execution date. In the event that the Sponsor signs this agreement less than 30 days before the first piece of activity in a given campaign is scheduled to take place, full payment must be made 10 days before the campaign is scheduled to start. Under no circumstances will the Sponsor benefit from association with The Retail Summit's website or online offerings, nor will any marketing or promotional work be conducted on the Sponsor's behalf until full payment has been received.

1.2 If full payment has not been received within the time specified above, The Retail Summit shall have the right to cancel the Sponsor's participation and/or release the contracted inventory.

6. Attendee and Lead Lists/Privacy

6.1 The Sponsor acknowledges that the information contained in attendee and registration list(s), as well as in any lead lists, (if such leads are included as a deliverable under this Agreement) are confidential and are licensed to the Sponsor on a non-exclusive basis on the grounds that the Sponsor shall not under any circumstances sell, publish, disclose, transfer, forward or duplicate such information, in whole or in part, in any manner or form, for any reason, to any third party. The information may be used for the Sponsor's internal purposes only. Furthermore, the Sponsor agrees that the use of this information shall comply with all applicable anti-spam and data protection laws and regulations.

World Retail Insights Ltd

C/O The Numbers Studio Ltd, Unit 3B, Gloucester House, 45 Gloucester St, Brighton BN1 3JG

Company No. **11145334**

VAT reg. 286 6911 57

Dubai (TRN): 100460780800003

1.3 Any payments submitted by the Sponsor in accordance with this contract may be applied, first, to any outstanding balances. Any and all payments marked as being payment in full or as a settlement of any dispute may be accepted by The Retail Summit without The Retail Summit forfeiting its rights under this agreement and/or law.

1.4 In the event that the Sponsor requires The Retail Summit to reference the Sponsor's purchase order on its invoice(s), an electronic copy should be supplied by the Sponsor to The Retail Summit by email on the date that this Agreement is executed.

2. Information Due Date

2.1 All information required for the performance of this Agreement must be received by The Retail Summit no later than 7 days after this Agreement is executed. The Sponsor must co-operate with The Retail Summit's requests in a timely manner, to enable effective marketing and delivery of the activity within the agreed schedule.

The Sponsor acknowledges and agrees that it is the responsibility of the Sponsor to submit all required information by this date, and that failure to do so may result in (1) any information not submitted in a timely manner being omitted from The Retail Summit's marketing, promotion and other materials prepared for the online campaign, and/or (2) cancellation of Sponsor's inventory and scheduled activities at The Retail Summit's sole discretion. Refunds or credits will not be provided in such event.

3. Cancellation

3.1 There are no refunds for cancellations by Sponsors under any circumstances.

If a Sponsor cancels at any time, for any reason, the Sponsor will be responsible for the entire Sponsorship investment amount. Both parties acknowledge that this amount represents liquidated damages and is not being charged as a penalty. And that the amount bears a reasonable relation to the damages incurred.

3.2 The Retail Summit has the right at any time to alter, postpone or cancel scheduled activity, at its sole discretion. In the event that The Retail Summit postpones, or cancels said activity for any reason (including as a result of a force majeure), the Sponsor shall have the option to either reschedule the activity or to receive a full credit of the amounts paid under this Agreement. This credit can be allocated towards online activity with The Retail Summit and will be valid for 12 months from the date of issue. This is the sole right of remedy available to Sponsor in case of postponement or cancellation of activity by The Retail Summit. The Retail Summit shall not be liable for any other claims, damages, refunds, costs, or losses of any kind if this event is altered, rescheduled, postponed, or cancelled.

3.3 "Force majeure" is defined as any unforeseen occurrence or any other event that renders performance of this online activity inadvisable, illegal, impracticable or impossible, including but not limited to fire; flood; an act of God; governmental restrictions and/or regulations; pandemic; war or an apparent act of war; terrorism or an apparent act of terrorism; disaster; civil disorder, disturbance, and/or riots; curtailment, suspension, and/or restriction on transportation facilities/means of transportation; or any other emergency.

4. Liability/Indemnity

4.1 The Sponsor agrees that The Retail Summit, its affiliates, and their respective employees shall have no liability, and agrees to hold them forever harmless from any loss, damages, lost property, injury, claims, costs, charges, or other expenses it may incur in connection with the online activity which is the subject of this agreement.

4.2 The Sponsor agrees to indemnify and hold harmless The Retail Summit, its affiliates, and their respective employees, from and against any costs (including defence costs), claims, demands, or causes of action brought against The Retail Summit by any third party because of or related to the Sponsor's negligence or intentional misconduct in connection with this Agreement.

4.3 Notwithstanding anything herein to the contrary, in the event of any default by The Retail Summit under the terms of this Agreement, The Retail Summit's liability shall never exceed the amount paid by Sponsor under this Agreement.

5. Logos/Promotion

5.1 The Sponsor grants to The Retail Summit a limited, royalty-free license to use the Sponsor's trade name and logos as reasonably required for performance of the deliverables set forth in this Agreement.

5.2 The Sponsor also grants The Retail Summit the right to use The Sponsor's logo in marketing, sales, and promotional materials solely to identify The Sponsor as a client.

6.2 Both parties acknowledge that, for the purposes of any applicable data protection legislation, The Retail Summit and the Sponsor are both "controllers" of any attendee and/or registration lists. Both parties will comply with data subject rights, data protection principles and other "controller" obligations with regards to processing delegates' personal data, which may include data collection, sharing and processing for the purposes of direct marketing.

6.3 The Sponsor agrees that it will not contact these leads or attendees in advance of the event without advance written consent from The Retail Summit (other than those persons who are existing customers or contacts of Sponsor in the ordinary course of business).

6.4 The Sponsor agrees to hold harmless and indemnify The Retail Summit for any loss it may incur because of The Sponsor's breach of the obligations in this section, including any court costs and legal fees.

6.5 Where personal data which is subject to GDPR is transferred between the parties outside the European Economic Area then, unless the recipient is signed up to Privacy Shield for such personal data transfers, the parties will adhere to the EU Standard Contractual Clauses as set out [here](#). Please sign below to confirm you accept the terms of the EU Standard Contractual Clauses where applicable.

7. Sponsor Behaviour

7.1 The Sponsor shall not under any circumstances use this online activity to promote any physical or online third-party events other than those organized by The Retail Summit.

8. Miscellaneous

8.1 There is no transfer or sharing of sponsorship, advertising space, exposure, or presentations with a third party unless approved in advance and in writing by The Retail Summit.

8.2 This Agreement constitutes the entire contract between the parties and no other warranties, representations or agreements have been made which are not reflected herein.

The Sponsor acknowledges that upon acceptance of this agreement with The Retail Summit, this agreement shall become binding and enforceable in accordance with its terms. This agreement will be binding on the parties' successors.

8.3 If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.

8.4 This agreement shall be governed by the laws of England & Wales, without regard to conflicts of law rules, and the parties expressly and irrevocably consent to the exclusive jurisdiction and venue of the courts of England with respect to any dispute arising out of or relating to this agreement or its subject matter.

8.5 Your signature above indicates that you have reviewed this Agreement and agree to the terms set forth herein. You also certify that you are authorized on behalf of **the Sponsor** to bind **the Sponsor** to terms of this Agreement.

Content Supplied by the Sponsor In the event that the deliverables set forth in this Agreement include the Sponsor supplying its own content (advertising, white papers, images or any other written or visual content) for publication on The Retail Summit's website or for The Retail Summit to use in marketing on behalf of the Sponsor, the Sponsor warrants that it has the right to use such content in this manner, that it has obtained all necessary licenses or permissions for such use. The Sponsor also warrants that it grants The Retail Summit a royalty-free license for the purposes of the agreement. **Content Supplied by The Retail Summit.** The Retail Summit shall be the sole and exclusive owner of any intellectual property that it creates, or that is created under its direction or control in connection with its preparation of the deliverables. Unless otherwise specified between the parties, the Sponsor shall have a limited, non-transferable, royalty-free license to display or use such materials for its own internal marketing purposes.

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