



## AGREEMENT TO OUR LEGAL TERMS

These Terms and Conditions (“Terms”) govern your use of the Prolific North website (“Website”). By accessing or using our Website, you agree to comply with these Terms and well as our Privacy Policy and Cookie Policy. If you do not agree with any part of these Terms, please refrain from using our Website.

The Website is operated by We are Prolific, trading as Prolific North (“Prolific North”, “we”, “us”, “our”), company registration number 14854085 VAT number 439843456 and registered office address at 11 Trafalgar Place, Manchester, M20 3TF.

If you purchase any products or services from us, your purchases will be subject to the Terms and Conditions relevant to that product or service.

## USE OF WEBSITE

The Website is owned and operated by Prolific North, which reserves the right to suspend or terminate your access to the Website at any time, with or without notice or explanation.

You agree not to use the Content or the Website for any illegal or improper purpose, nor for any purpose which might infringe the rights of others, or which might harass or cause inconvenience of distress to any person.

## CONTENT

**Ownership:** all intellectual property rights, including copyright, in the content displayed on the Website belong to Prolific North or its licensors. All rights are hereby reserved.

**Use of Content:** You may only view, print out, use, quote from and cite our Website and its contents for your own personal, non-commercial use on the condition that you give appropriate acknowledgment to us where appropriate and you do not remove our copyright or other proprietary notices.

**User contribution:** You may have the opportunity to contribute content to the Website, such as comments or features. By submitting content, you grant Prolific North a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute, and display your content in any media. By submitting your contribution to the Website, you also warrant that such contribution is your own original work and that you have the right to make it available to Prolific North for all the purposes specified above, that it is not defamatory and does not infringe any law in any jurisdiction.

**Content Accuracy:** Prolific North strives to provide accurate and reliable information on the Website. However, we do not guarantee the accuracy, completeness, or timeliness of the content. The content on the Website is provided for general information purposes only and should not be considered as professional advice.

## USER CONDUCT

While using the Website, you agree not to:

- Violate any applicable laws, rules, or regulations.
- Engage in any form of harassment, discrimination, or threatening behaviour.
- Impersonate another person or entity.
- Interfere with or disrupt the functionality of the Website or its servers.
- Upload or transmit any viruses, malware, or harmful content.
- Engage in any activity that could compromise the security or integrity of the Website or its users’ data.
- If you create an account on the Website, you are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify Prolific North immediately of any unauthorised use of your account.

Prolific North reserves the right to suspend or terminate your account if you have not complied with these Terms, including if any amounts which are due and payable to us by you remain unpaid (in whole or in part) for twenty-one (21) days after we notify you in writing that they are due for payment.

## THIRD-PARTY WEBSITES AND SERVICES

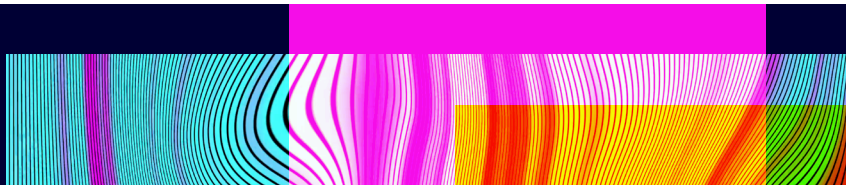
The Website may contain links to third-party websites or services that are not owned or controlled by Prolific North. Prolific North does not endorse or assume any responsibility for the content, privacy policies, or practices of third-party websites or services. You access them at your own risk.

## LIMITATION OF LIABILITY

Prolific North obtains the Content from a wide range of sources and it includes facts, views, opinions and information likely to be of interest to users of the Website.

While all reasonable care is taken, we do not guarantee the accuracy, completeness, timeliness, performance or fitness for any particular purpose of the Content or the Website, nor do we endorse or accept any responsibility for any views, advice, recommendations or opinions expressed on the Website or any website to which we link. You should note that any contact or arrangements made between you and any third party named on the Website or any third party website linked from it (including without limitation any website with which we have a commercial association) is at your own risk, and Prolific North accepts no liability.

The Content should only be used for your general information and





use and not by way of specific recommendation or advice as every individual's circumstances are different.

Prolific North does not give any warranties in respect of the Content or the Website, freedom from viruses or other contamination or that the Website is compatible with any computer systems, software and browsers.

All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

Prolific North shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use the Website or Content or from any action taken, or omitted to be taken, as a result of using the Website or Content, other than death or personal injury resulting from use of the Website directly caused by the negligence of Prolific North.

To the fullest extent allowed by applicable law, you agree that Prolific North will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, loss of privacy or for failure to fulfil any duty) or for any other indirect, special or punitive damages whatsoever that arise out of or are related to the use of the Website or the Content or to any breach of the terms by Prolific North, even if Prolific North has been advised of the possibility of such damages and even in the event of fault or strict liability.

You agree that your only recovery for any damages that you incur, and your exclusive remedy, shall be limited to the direct damages (if any) you actually incur in reasonable and exclusive reliance on the Website or Content, and for which we may be held liable by a competent court, of up to a limit of the refund of the amount you paid (if any) in relation to the particular use of the Content in total during the month in which the damage first incurred.

## MODIFICATIONS

Prolific North reserves the right to modify or amend these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Website. Your continued use of the Website after the modifications constitute your acceptance of the revised Terms.

## GOVERNING LAW

By accessing the Website you agree to accept that these Terms & Conditions are governed by and construed in accordance with the laws of England. You also accept the exclusive jurisdiction of the English Courts in relation to any dispute that may arise in connection with these Terms & Conditions or your use of the Website or arising in any way from the Content.

For the exclusive benefit of Prolific North, Prolific North shall retain the right to bring proceedings as to the substance of the matter

in the courts of the country of your residence or, where these Terms & Conditions are entered into in the course of your trade or profession, the country of your principal place of business.

## AWARD ENTRY CONDITIONS

All submissions must be made online by the deadline. Once entries are submitted, they will go forward for judging. Entries must be paid before the judging date. Entries not paid for will be taken out of the judging process and therefore, the awards.

If your payment is successful, you will be directed to a confirmation page where you can download your receipt; an automatic email confirmation will also be sent to the email address you created an account with on the entry portal.

After the entry deadline entries cannot be withdrawn, and refunds cannot be given.

All entries must be supplied and conform to the category rules/ submission formats.

The judging panel will only read and use the reports for the purposes of the judging and are required to agree to NDAs.

The judges reserve the right to re-allocate entries that in their view are entered in an incorrect category. The judges also reserve the right to remove categories where entries do not meet the standard for nomination. These entries will not be refunded as they will have been judged accordingly with the rest.

The judges' decision is final and no correspondence or discussion will be entered into or feedback given regarding the selection of shortlisted nominations or winners.

Due to the number of entries received, the awards cannot guarantee feedback on individual entries but we do strive to offer this where possible.

We reserve the right to shorten entry titles for the purpose of the awards brochure and winners' trophies.

We will not publish your entries without first seeking approval, winners can be asked if they are willing to allow their entries to be made public for future marketing and promotion.

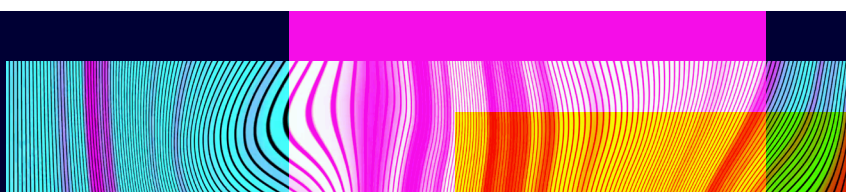
The organisers reserve the right to verify that all entries have been commercially produced for a commercial client where relevant.

Whilst every care will be taken in the storage of entries, the organisers will not accept responsibility for loss or damage of entries.

All entries submitted must be legal.

Any entries containing offensive material will be disqualified.

Any entry that has a complaint upheld against it by the Advertising Standards Authority will be disqualified.





We reserve the right to extend the closing deadline, amend categories or not award categories should the standard of entries received not reach the required standard.

## **EVENT TICKET BOOKING CONDITIONS**

Payment for tickets must be paid before the event takes place.

Once you pay online or are issued an invoice, a booking is made and this constitutes a binding agreement.

Cancellation charges will come into effect once a booking is made and the terms and conditions are agreed. (A booking is made online or when the invoice for tickets is issued.)

Bookings will be confirmed on a first-come, first-served basis.

We make every effort to ensure that all programme and speaker information given is true, accurate and complete at the time of writing. However changes can happen due to circumstances beyond our control and we reserve the right to make any such changes without prior notice.

Prolific North will not be liable for any failure or delay in performing their obligations 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, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.

Where an event can be postponed, this will be taken into account and any investment already made will be transferred to the new date. Should a physical event not be possible due to causes out of our control, this event may be transferred to a virtual online event.

## **EVENT TICKET CANCELLATION**

All requests for cancellations or substitutions must be made in writing to [hello@prolificnorth.co.uk](mailto:hello@prolificnorth.co.uk).

Cancellations made out within 28 days prior to the date of event are subject to no cancellation charge.

Cancellations made between 8-27 days prior to the date of event are subject to a 50% cancellation charge.

Cancellations made within 7 days of the date of event are subject to a 100% cancellation charge and a substitute guest can be nominated in replacement

## **FILMING & PHOTOGRAPHY**

Event attendees consent to filming and sound recording as members of the audience. Photographs taken at the event are the intellectual property of Prolific North Ltd and its event partners and will be used in promotion and marketing after the event.

## **ACCESSIBILITY**

We make every effort to ensure that our events are accessible and enjoyable for all our visitors, so if you require any particular assistance, please let us know as soon as possible so that we can make any arrangements.

## **AWARDS JUDGING CONDITIONS**

The judges' decision is final, and no correspondence or discussion will be entered into or feedback given regarding the selection of shortlisted nominations or winners.

In the interest of transparency, judges are ineligible to enter any categories they are judging.

Judges will not allow personal relationships or experiences to influence judging marks or decisions and their judging will be impartial and based on the standard of entry, campaign, organisation or product.

Judges will declare any perceived conflict of interest to the event organisers ahead of reading any entries.

All judging discussions are confidential and will not be shared or discussed with anyone outside of the judging panel ahead of the ceremony or thereafter.

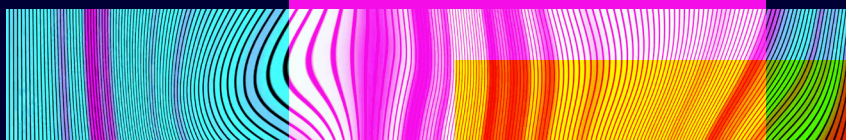
Judges will not share confidential material, judging papers or entries with anyone. Judges will securely delete all judging materials immediately after the judging period.

Judges can only access entries that they have been provided to score.

Judges will not notify anyone that they have won or that they are shortlisted ahead of the official announcements.

Judges will not provide any feedback to entrants as to why they have not won or were not shortlisted – all requests for feedback must be directed to Prolific North Ltd.

Should a judge break the rules of conduct and the code is not adhered to, they will be asked to leave the panel and not invited to judge any future awards.





## **SPONSORING OR EXHIBITING AT OUR EVENTS**

You can place an order, either in writing or verbally. We will confirm the details of your order and draw up a Contract, subject to the following terms & conditions:

Until the Contract has been signed by both parties, the Organiser has the right without giving notice to relocate any elements of your order to another exhibitor/sponsor and the booking will be null and void.

The preference of the location of your exhibition space or speaking slot will be given in order of bookings and we'll make every effort to accommodate your preference; However, we reserve the right to make a stand or speaking slot reallocation at any time; If the space/ time is reduced, the price will be reduced proportionate to the amount of the reduction.

Any bookings within 3 months of the Event must be paid in full, within 7 days or before the show, whichever is earliest; Any special payment terms must be agreed in writing.

You cannot cancel or withdraw your order once a Contract has been signed.

In the event of any Exhibitor/Sponsor ceasing to carry on business or committing any act of bankruptcy, or of a Company going into liquidation, the Organisers shall be entitled to determine the contract forthwith, and all the monies paid by the Exhibitor/Sponsor under such contract shall be forfeited.

If you fail to pay any sum due to us or fail to observe any of the requirements of these terms, we reserve the right to revoke your allotment of space and/or speaking slot and your brand, agents and property, at your expense from the event premises and to reallocate your space. Such action by the Organisers shall not prejudice any other remedy they shall have against the Exhibitor nor reduce the amount paid or owing by him, the Exhibitor, to the Organisers.

## **ENQUIRIES & COMPLAINTS**

If you have an enquiry or complaint about our Website, please email us at [hello@prolificnorth.co.uk](mailto:hello@prolificnorth.co.uk). We will try to answer your enquiry or resolve any complaint as soon as possible.

