

CoCoA H2H Events

BUYER TERMS & CONDITIONS

Please note these Terms and Conditions apply to the events below:

- CoCoA H2H Events: Spanish Spirit & Energy Tour, 21 March
- CoCoA H2H Events, 23 April
- CoCoA H2H Events, 25 April

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

1.1 "CoCoA H2H Events" means face to face appointment led events held between buyers and suppliers in different locations in 2024.

1.2 " CoCoA H2H Events Team" means the employees of CoCoA Network or appointed outside parties.

1.3 "Event" means one or more of the events listed in the table above or any other event operated by CoCoA Network.

1.4 "Hosted Buyer" means the person, accepted by CoCoA Network, who will attend the Event as a buyer of high-end travel products where complimentary accommodation, transfers, meals and experiences are provided by CoCoA Network (where applicable).

1.5 "Pre-Scheduled Appointment System" means the appointment system operated by CoCoA H2H Events to co-ordinate the appointments of the Hosted Buyers and CoCoA H2H Events suppliers during the Event (where applicable).

1.6 "Suppliers" mean high-end suppliers who have contracted with CoCoA H2H Events to participate at CoCoA H2H Events

1.7 "CoCoA Network" shall mean CoCoA Network SL or any associated, parent or subsidiary company or organisation.

2. CONDUCT OF HOSTED BUYERS

2.1 Should their application to join the Event be successful, "Hosted Buyers" will receive from CoCoA Network:

2.1.a Up to one nights' accommodation including breakfast and lunch but excluding all extras including room service, telephone calls and in-room drinks (which are to be borne by the Hosted Buyer) per event

2.1.b Entry to the relevant CoCoA H2H Events (full programme)

2.1.c Pre-scheduled appointments on the Event networking days (where applicable)

2.1.d Entry to all official meals, parties and networking events organized by CoCoA H2H Events in relation to the Event.

2.2 As a condition of receiving the above services, being those services and benefits set out in clause 2.1 , from CoCoA H2H Events, "Hosted Buyers" will be required to:

2.2.a Actively participate in all the Pre-Scheduled Appointments Programme (where applicable), i.e. selecting all the exhibitors in order of appointment preferences within a specified timeframe.

2.2.b Attend all meetings and networking sessions scheduled by the CoCoA H2H Events Team and included by the CoCoA H2H Events Team in their diaries (where applicable)

2.2.c Wear suitable smart casual attire as a condition of entry to and participation during the Event.

2.3. Failure by any person to comply with the requirements stated above may result in a review of the person's Hosted Buyer status and / or exclusion from the Event Hosted Buyer Programme and future CoCoA H2H Events Hosted Buyer Programmes without refund of any sums that may have already been paid by that person. A significant shortfall by the Hosted Buyer on the minimum commitment with respect to attending appointments shall be treated by the CoCoA H2H Events Team as a cancellation, and cancellation fees will apply (see "Cancellations" section below). Attendance at the above will be monitored on site by the CoCoA H2H Events Team.

3. COVID-19

3.1 CoCoA H2H Events takes the health and safety of Hosted Buyers and our suppliers seriously. In light of the COVID-19 pandemic the Hosted Buyer must not attend the Event if they or someone they live with is displaying any of the following symptoms:

3.1.a A temperature of 37.8C or greater;

3.1.b A new dry continuous cough; or

3.1.c A loss of, or change in, normal sense of smell or taste.

3.2 CoCoA H2H Events reserves the right to refuse entry to any person displaying symptoms of COVID 19.

3.3 In addition to the requirements set out in clause 3.2 above, CoCoA H2H Events may require Hosted Buyers to:

3.3.a Provide proof of a negative Lateral Flow Test for COVID-19 taken within 48 hours prior to arrival at the Event; or

3.3.b Undertake a Lateral Flow Test for COVID-19 upon arrival at the Event which shows a negative result for COVID-19; or

3.3.c Provide proof of COVID-19 vaccination to the reasonable satisfaction of CoCoA H2H Events.

3.4 CoCoA H2H Events reserves the right to refuse admission to any Hosted Buyer who does not meet one of the requirements set out in clause 3.3. CoCoA H2H Events further reserves the right to require a Hosted Buyer to undertake a COVID-19 Lateral Flow Test regardless of whether they have been vaccinated against COVID-19 immediately prior to the commencement of the Event.

3.5 The Hosted Buyer agrees that this is an ongoing obligation that extends to any additional policies, procedures or measures that CoCoA H2H Events may put in place from time to time in respect of its response to COVID-19 and which are provided to the Hosted Buyer in writing.

3.6 The Hosted Buyer unconditionally acknowledges that there is an element of risk of exposure to COVID-19 associated with any form of participation in an activity involving other individuals working at relatively close proximity. While CoCoA H2H Events shall adhere to the health and safety protocols and follow all risk assessment recommendations to minimise

the risk of exposure to COVID-19, Hosted Buyer acknowledges that there remains a possibility that the Representatives may come into direct or indirect contact with COVID-19 and freely and willingly agrees to participate in the Event in this knowledge.

4. TRAVEL AND ACCOMMODATION

4.1 CoCoA H2H Events will provide the Hosted Buyer with a maximum of one nights' accommodation at the host hotel and during the Event dates only in accordance with subclause 2.1.a.

4.2 CoCoA H2H Events 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 Hosted Buyer, are payable by the Hosted Buyer locally directly to the hotel.

5. CANCELLATION & REPLACEMENTS FOR HOSTED BUYERS

5.1 Replacements: Invitations to Hosted Buyers are non-transferable. In instances where Hosted Buyers need to cancel their participation, they should promptly request and replace their attendance with a senior colleague from their organisation to attend as a replacement. On the condition that the replacement is accepted by the CoCoA H2H Events Team, a cancellation/change fee will not apply. If the replacement cannot be found and if the replaced senior colleague also cancels their participation then clause 4.2 will apply.

5.2 All cancellations must be received by the CoCoA H2H Events Team in writing and must have been acknowledged by the dates specified above by the CoCoA H2H Events Team.

5.3 Cancellation of attendance fees and any no show fees shall be payable by Hosted Buyers within thirty days of the receipt of the cancellation or no-show invoice. CoCoA H2H Events will provide the Hosted Buyer with a receipt in respect to cancellation of attendance fees and no-show fees. The Hosted Buyer may request an invoice if required.

5.4 CoCoA H2H Events shall be entitled to cancel the place of the Hosted Buyer and withdraw or cancel all benefits if it considers, at its sole discretion, that the products or services provided by the Hosted Buyer or any person attending the event with the Hosted Buyer mentioned overleaf, do not fit the profile of the Event.

5.5 Hosted Buyers agree that the above charges are a reasonable pre-estimate of the loss suffered by CoCoA H2H Events in the event of Hosted Buyers breaching these Terms and Conditions or cancelling their attendance.

5.6 Hosted Buyers who attend the Event but are refused entry due to non-compliance with the COVID19 measures set out in clause 3.3 will not incur any cancellation charge.

6. EXCLUSION OF LIABILITY

6.1 CoCoA H2H Events takes no responsibility (including for any costs incurred)

6.1.1. for Hosted Buyers who miss their flight;

6.1.2. for the insolvency or failure of any airline company or hotel or ground handling company or other supplier;

6.1.3. for flight cancellation or delay;

6.1.4. if a Hosted Buyer is refused permission to board the aircraft or is refused entry to the destination where the Event is being hosted for any reason whatsoever;

6.1.5. for any delay or loss of baggage or excess baggage charges - any subsequent dispute shall be directly between the Hosted Buyer and the relevant airline; or

6.1.6. for any costs incurred as a result of the Hosted Buyer being refused entry to the Event.

6.2 The Hosted Buyers must obtain adequate travel insurance coverage for their stay and it is recommended in particular that Hosted Buyers take out adequate cancellation insurance to cover the instances referred to in paragraph 5.1, insurance for their baggage and medical insurance COVID19 compliant.

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

6.4 CoCoA H2H Events, 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, pandemics including in relation to Coronavirus and COVID-19 or any other circumstances outside CoCoA H2H Events' or its subcontractor's control which shall make it impossible or inadvisable for CoCoA H2H Events to hold the Event at the time and place provided or makes it impossible to get the Hosted Buyers to the Event or to provide flights, hotels, transfer appointments, events or other services to Hosted Buyers

6.5 CoCoA H2H Events reserves the right to re-schedule the Event at another date and/or at an alternative site, whether in consequence of a Force Majeure event or otherwise. Should the Event not go ahead and be cancelled for any reason, the Hosted Buyer agrees and acknowledges that it is obliged to attend the virtual Event which CoCoA H2H Events shall endeavour to hold on the dates of the original Event.

6.6 CoCoA H2H Events shall not be liable to the Hosted 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 Hosted Buyers attendance at the Event.

6.7 CoCoA H2H Events shall not be liable for the death or personal injury of any Hosted Buyer save where such liability cannot be excluded under Spanish Law.

6.8 CoCoA H2H Events's liability to a Hosted Buyer in respect of his/her attendance at the Event under these Terms and Conditions whether in contract, tort or otherwise shall not exceed EUR 500.

7. GENERAL

7.1 Completion of an online or other application form applying to become a Hosted Buyer at the Event does not automatically guarantee a place on the Hosted Buyer Programme. Applicants will be notified by the CoCoA H2H Events Team if their application is successful. The CoCoA H2H Events Team's decision is final. Only one application form may be completed by each proposed participant and only the first application form will be accepted. Applicants must be over the age of eighteen.

7.2 Successful applicants will only be accepted as Hosted Buyers if they have fully completed the application form, read and agreed to these Terms and Conditions and confirmed their acceptance by ticking the relevant boxes on the online application form.

7.3 The CoCoA H2H Events Team reserves the right to remove a Hosted Buyer from the Hosted Buyer Programme at its complete discretion without liability if it is considered by the CoCoA H2H Events Team to be in the best interests of the CoCoA H2H Events Event.

7.4 It is important for any Hosted Buyer, and those businesses that they represent to understand that CoCoA H2H Events Event is solely for business purposes and targeted for influential people working within the luxury travel industry.

7.5 Any disputes arising under these terms will be governed by Spanish law and are subject to the exclusive jurisdiction of the Spanish Courts.

7.6 By agreeing to these Terms and Conditions, you are consenting under all relevant data protection legislation to CoCoA H2H Events communicating with you by telephone, fax, email and by post and using your personal information for internal processing and for disclosure to third parties such as airlines, hotels, and exhibitors in connection with your attendance at CoCoA H2H Events. In addition, we may use your details to invite you to other Events organised by CoCoA H2H Events or to offer you other relevant products and services supplied by CoCoA H2H Events or third parties. Please contact the CoCoA H2H Events Team (david@cocoa.network) if you do not wish your personal information to be used in any of the ways mentioned above.

EVENT POLICY

1. Introduction

CoCoA Network (“us”, “our”, “we”, “CoCoA”) is the controller of your personal data collected when you register for and attend CoCoA Network (the “Event”). This policy (the “Event Policy”) provides specific information about how we use your personal data, and in certain circumstances, who we may share it with for the Event. In order to organise and administer the Event at the level of service you expect from us, we have teamed up with trusted partners (the “Partners”). We may share your personal data with our Partners. For more information about what personal data we share, please see below.

2. Event Policy and Privacy Policy

When we collect personal data from you we have legal obligations towards you in respect of that data, including informing you about how and why we use that data. This Event Policy, together with our Privacy Policy supplies you with that information. It is therefore important that you read this Event Policy (which provides information about our processing activities for the Event) together with (i) our Privacy Policy which informs you how we collect and use your personal data when you interact with us generally, including your rights as a data subject in respect of that personal data, and (ii) any other privacy notice or fair processing notices that we provide you with when you interact with us.

3. How is your personal data collected?

When you register your interest for the Event, register to attend the Event, complete any forms in relation to the Event, contact us about the Event, request marketing be sent to you, participate in interviews at the Event, attend the Event, or interact with us in any way that is connected with the Event, we may collect store and use personal data that you supply us with.

4. Sharing your personal data

For this Event, we will share your personal data with the following third parties. All third parties who receive your personal data shall be independent controllers of that personal data and shall process it in accordance with their own privacy policies. We have no control nor are we responsible for their use of your personal data.

Partners

In order to get the most out of the Event, we encourage you to get in touch with the other delegates and speakers attending the Event and the Partners. We therefore share contact lists of all those attending the Event (which will include your contact data) with all delegates, speakers and the Partners. We believe that sharing this personal data allows you to create and develop professional relationships. This is an essential element of the Event’s success. It is therefore in our legitimate interest, and in your benefit, for us to share your personal data. We will only share personal data that you would expect to be shared with other delegates and the Partners (your name, your place and country of work, your role and e-mail address).

Hotel

As part of our service, we offer you the option for us to arrange your check-in process at the Hotel. The Hotel requires your passport information to do this. It is in our legitimate interest, and in your benefit, for us to share this personal data with the Hotel to facilitate the check-in process.

Caterer

To ensure the Event supplies you with high quality food and drink. We will ask you if you have any food allergies or dietary requirements. We share this personal data with the Caterer to ensure the food and drink you receive meets those requirements. This information may contain personal data about your health or your religious beliefs. Sharing that personal data with the Caterer is (i) in our legitimate interest so that we can provide you with food and drink during the Event and (ii) is in your vital interest to protect your safety (and even your life) and/or respect your religious and philosophical beliefs.

5. How and why do we use your personal data?

Lawful basis for processing your personal data

We will only use your personal data when the law allows us to. Most commonly we will use your personal data in the following circumstances:

- Where we need to do so in order to perform a contract we have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your fundamental rights do not override those interests;
- Where you have asked us to do so, or consented to us doing so; and
- Where we need to comply with a legal or regulatory obligation.

Here are some examples about how we may use the personal data we collect about you and the lawful basis we rely on to do so.

Activity	Examples of the types of personal data we may collect	Lawful basis for processing
To manage our relationship with you and administer the Event.	Identity, contact and profile data.	Performance of our contract with you.
To provide you with useful information in advance of the Event (such as contact details of delegates) and sharing your personal data with the Partners.	Identity and contact information (including your name, e-mail address, job title, place and country of work).	Legitimate interest (to increase the level of service we provide).
To carry out logistical tasks on your behalf during the Event (such as check-in on your behalf) and sharing your personal data with the Hotel.	Identity and contact data (including your name and passport information).	Legitimate interest (to increase the level of service we provide).
To provide you with food and drinks during the Event and sharing your personal data with the Caterer.	Identity and profile data (including your name, food allergy information and dietary requirements).	Legitimate interest (to supply you with food and drink you would like to consume). Vital interest to protect your right to life and/or religious and philosophical beliefs.
To take and create promotional materials at the Event (such as taking photographs and videos of you at the Event).	Identity data (including your image).	Legitimate interest (to grow our business and inform our marketing strategy).

To interview you at the Event.	Identity and profile data (including your image and responses to any questions asked during the interview)	Consent
To process and deliver payment for the Event including: (a) Manage payments, fees and charges. (b) Collect and recover money owed to us.	Identity, contact, financial and transaction data.	Performance of our contract with you. Necessary for our legitimate interest (to recover debts due to us).
To make suggestions and recommendations to you about other Events which may be of interest to you.	Identity, contact, profile and marketing and communications data.	Legitimate interest (to grow our business and inform our marketing strategy).

Marketing

We may use your personal data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which events, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested certain information from us about the Event or have registered to attend the Event and you have not opted out of receiving that marketing.

We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Opting Out of Marketing

To unsubscribe from marketing emails at any time, please click on the unsubscribe link at the bottom of any marketing email. You may also contact us if you do not wish to receive any marketing materials from us.

6. How can you contact us?

If you have any queries regarding the Event Policy, please contact us at:
david@cocoa.network