
**TERMS & CONDITIONS RELATING TO SPONSORSHIP OF THE
BT YOUNG SCIENTIST & TECHNOLOGY EXHIBITION**

1. DEFINITIONS

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

<i>BT Group Company</i>	Means a BT subsidiary or holding company or a subsidiary of that holding company all as defined by Section 736 of the UK Companies Act 1985, as amended by the Companies Act 1989.
<i>BT Trade Marks</i>	Means the trade marks set out in Schedule 1 as owned or licensed by BT.
<i>BT Trade Mark Terms and Conditions</i>	Means the terms and conditions of use of the BT Trade Marks as detailed in Schedule 2.
<i>Company</i>	Means a party or person who provides a sponsorship fee to BT for the BT Young Scientist & Technology Exhibition and referred to throughout these Terms & Conditions as the Company.
<i>Services</i>	Means the Services set out in Schedule 3, and any other Services as agreed between the sponsoring party and BT in writing from time to time.
<i>Confidential Information</i>	Means any information or documentation provided by one party to the other, whether or not marked as confidential, which is not publicly available and relates to a party or their business including but not limited to these Terms & Conditions, trade secrets, financial information, business plans and other information dealing with the business affairs of that party.
<i>Customer Data</i>	Means BT customer specific data collected by BT in delivering the Services.
<i>Marketing Materials</i>	Means the promotional and/or informational materials used to market and promote the Services as detailed in Schedule 4.
<i>Schedule</i>	Means a schedule to these Terms & Conditions.
<i>Services</i>	Means the Services set out in Schedule 3, and any other Services as agreed between the sponsoring party and BT in writing from time to time.

2. SERVICES

BT appoints the Company to deliver the Services and BT agrees to provide the Services as set out in Schedule 3 and in accordance with these Terms and Conditions.

3. TERM

These Terms & Conditions shall apply for so long as BT is the main sponsor of the BT Young Scientist & Technology Exhibition.

4. PROMOTION OF THE SERVICES

4.1. The sponsoring party and BT agrees to promote the Services on these Terms and Conditions.

4.2. In promoting the Services, BT undertakes to:

- (a) acknowledge the Company as the sponsor of the Services prominently in all Marketing Material.
- (b) act in, and to promote and protect, the interests of Company in accordance with the directions as may be provided by Company from time to time.
- (c) to represent Company and the Services accurately; and
- (d) perform its obligations under these Terms & Conditions with due diligence, in a competent manner and in accordance with the applicable laws.

4.3. Company further agrees that:

- (a) in relation to its use of the BT Trade Marks, to comply with BT's written instructions concerning the use of BT's Trade Marks, including but not restricted to, the "BT Trade Mark Terms and Conditions" set out in Schedule 2 and which may be amended from time to time; and;
- (b) all advertising, promotional or Marketing Material in relation to the Services (whether hard copy, electronic or otherwise) shall not be used without BT's prior written consent.

5. OBLIGATIONS OF BT

5.1. BT shall, at its own expense:

- (a) provide to Company the necessary information required to perform the Services including all information pursuant to Schedule 3.
- (b) provide to Company, in sufficient quantities as contemplated by the terms of these Terms and Conditions the Marketing Materials.
- (c) be responsible for all enquires and the provision of support with respect to the Services.

6. LICENCE

6.1. BT grants to Company during the Term a non-exclusive, non-transferable, royalty-free licence to use the BT Trade Marks in Ireland in accordance with:

- (a) the Terms and Conditions for use of the BT Trade Marks as set out in Schedule 2;
- (b) any artwork for any use of the BT Trade Marks supplied to BT by BT from time to time; and
- (c) any further specifications provided or directions set down by BT for use of the BT Trade Mark.

6.2. Company shall notify and gain pre-clearance from BT for the use of the BT Trademarks in any media prior to publication.

7. FEE

7.1. In consideration of BT providing the Services and any exhibitor trade stand space at the BT YSE, Company shall pay to BT the agreed fee, the terms of payment of which are set out in Schedule 5 (the "Fees").

8. SPONSORSHIP NON-EXCLUSIVE

8.1. Nothing in these Terms & Conditions requires either BT or Company to deal with each other on an exclusive basis.

9. WARRANTIES

- 9.1. Except as expressly provided in these Terms and Conditions, all conditions, warranties, and terms and undertakings, express or implied, statutory or otherwise are expressly excluded to the fullest extent permitted by law.
- (a) Company warrants to BT that it shall not amend or vary the Marketing Materials without BT's agreement in writing.
 - (b) BT warrants to Company that the Marketing Materials produced by it (provided they have not been amended or tampered with by Company) shall at all times comply with all advertising standards and applicable laws including any applicable regulations or codes of practice.

10. LIMITATION OF LIABILITY

- 10.1. Neither the sponsoring party nor BT excludes or restricts liability for death or personal injury resulting from its own negligence or any other liability the exclusion or restriction of which is prohibited by law including fraudulent misrepresentations.
- 10.2. Neither the sponsoring party nor BT shall be liable to the other in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business, revenue, goodwill or anticipated savings, or for any indirect or consequential loss or damage arising under or in connection with the sponsorship whatsoever.
- 10.3. Subject to Clause 10.2 above, either party's liability in contract, tort (including negligence) or otherwise arising under or in connection with the sponsorship shall be limited to a maximum of €25,000 for a single event and €50,000 in the aggregate.
- 10.4. Each provision of this Clause 10 is to be construed as a separate limitation applying and surviving even if for any reason one or more of the provisions in this clause is or are held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding the termination of the sponsorship.

11. DATA PROTECTION

- 11.1. BT shall be passing the details of student names and contact details to Company. It is acknowledged and agreed by the parties that all such "Personal Data" is the property of BT and that for the purposes of the Data Protection Acts 1998 -2003, BT is the data controller and Company is the data processor in relation to such data.
- 11.2. Company undertakes:
- (a) to use the Personal Data so as not to cause BT to be in any way in breach of applicable data protection laws, including without limitation, the Data Protection Acts 1998 -2003. This Sub-clause 11.2(a) applies in respect of the data protection laws applicable in the republic of Ireland and to those applicable in any country or territory outside Ireland to which the Personal Data may be transferred;
 - (b) to use and process the Personal Data only for the purposes of the BT Young Scientist & Technology Exhibition, in accordance with BT's instructions, and not to use that data for any other purpose;
 - (c) to ensure that the provisions of this Clause 11 are adhered to.

- 11.3. to ensure that it processes the Personal Data in accordance with any measures as BT may reasonably require from time to time and that it will not transfer, or permit the transfer of, Personal Data to a country or territory outside the European Economic Area without BT's prior written consent; and
- 11.4. to allow (and to ensure that all of its relevant personnel allow) BT or its representatives such access to premises, systems and records containing Personal Data as is reasonably necessary to assess compliance with this Clause 11.
- 11.5. Company acknowledges that the use of Personal Data is subject to the same laws and regulations as would apply if BT were using such Personal Data itself. Where the application of law and/or regulation with regard to the use of Personal Data is unclear, Company must consult BT.
- 11.6. Each party agrees to keep all Personal Data passed to it separate from and not combine it with that party's own data and information except as may be required for the performance of that party's obligations under this sponsorship.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Nothing in these Terms & Conditions shall grant or be deemed to grant either party any right, title or interest in any Intellectual Property Right owned by the other party or any party (including a school student in Ireland) and nothing in this Agreement shall entitle either party to use any Intellectual Property Rights including Trade Marks and logos of the other party in any way whatsoever without the prior written consent of the other Party or as expressly contemplated by these Terms & Conditions.
- 12.2. To this end Company agrees that:
 - (a) Company shall not knowingly facilitate the theft of any intellectual property rights from BT or any school student, and
 - (b) Company shall use reasonable endeavours to safeguard BT's intellectual property rights.

13. CONFIDENTIALITY

- 13.1. Each party must keep confidential and not disclose to any person Confidential Information except with the written permission of the other party or in accordance with this Clause 13.1.
- 13.2. Each party shall use the same standard of care as it uses for protecting its own confidential information (and in any event no less than reasonable care) in protecting the Confidential Information.
- 13.3. Neither party shall use, disclose, copy or reproduce or cause to be used, disclosed, copied or reproduced by any means whatsoever the whole or any part of the Confidential Information for any purpose not directly related to these Terms & Conditions without the other party's prior written consent in each case.
- 13.4. Either party may disclose Confidential Information to the extent required by any law, regulation or required by a regulatory authority; if required in connection with legal proceedings relating to these Terms & Conditions;
 - (a) if at the time it receives such information, the information is in the public domain;
 - (b) which enters the public domain other than by disclosure in breach of the terms of these Terms & Conditions; or
 - (c) which the party can prove was in its possession when it received the information after the date of the sponsorship agreement.
- 13.5. Each party shall promptly return or destroy at the request of the party owning the Confidential Information (and certify that such destruction has taken place) all such Confidential Information and any copies, whether authorised or not, to the other upon the other's request at any time but in any event, each party shall immediately do so on termination of the sponsorship.

14. PRESS RELEASES

The Company undertakes not to issue any press release or public statements concerning or referring to

the BTYSE, these Terms & Conditions, the promotion of the Services or any Award without the prior written consent of BT.

15. TERMINATION

- 15.1. Either party may terminate the sponsorship agreement by giving 30 days written notice to the other party.
- 15.2. If Termination takes place before the Term has expired then the parties shall re-assess the Fees payable under Schedule 5 on a pro rata basis based on the number of months that the sponsorship has then been extant.
- 15.3. The termination of the sponsorship shall be without prejudice to the rights that have accrued to either party at the date of termination in connection with these Terms & Conditions. For the avoidance of doubt, howsoever the sponsorship is terminated, clauses 9, 10, 11, 12, 13, 19 and 20 shall survive termination of the sponsorship.

16. CONSEQUENCES OF EXPIRY OR TERMINATION

- 16.1. On expiry or termination of the sponsorship agreement each party shall:
 - (a) not thereafter represent the other party in any way in connection with the BT Young Scientist & Technology Exhibition unless otherwise agreed in writing;
 - (b) shall make available for collection to the other such documents, computer discs or other materials owned by the other party including all Confidential Information or proprietary information as may have been provided by the other party up to the date of the termination of the sponsorship agreement; and
 - (c) shall pay within twenty one days of date of expiry or termination of the sponsorship agreement all monies payable to the other party as required by these Terms and Conditions, if applicable.

17. FORCE MAJEURE

- 17.1. Neither Party shall be liable if either party ("**Claiming Party**") is unable to perform any obligation under these Terms & Conditions because of a matter beyond its reasonable control, including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial dispute (but not involving its employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of its suppliers ("**Force Majeure Event**"), it shall have no liability to the other for that failure to perform.
- 17.2. The Claiming Party shall promptly notify the other of the nature and extent of the circumstances giving rise to the Force Majeure Event, and provide the other with its reasonable estimate of the period during which the Claiming Party anticipates that it shall be unable to perform its obligations pursuant to these Terms & Conditions as a consequence of the Force Majeure Event.

- 17.3. The parties shall co-operate with each other and use reasonable endeavours to minimise the disruptive effect of any Force Majeure Event. The parties undertake to meet as soon as possible to discuss in good faith available alternative solutions so as to help mitigate any losses to either party and, where possible, to find alternative solutions. Both parties have to agree to an alternative solution.
- 17.4. If a Force Majeure Event continues for more than 3 months and an alternative solution has not been agreed in accordance with Clause 17.3, either party may serve notice in writing on the other terminating the sponsorship agreement immediately.

18. NOTICES

- 18.1. Any notice or other document to be given shall be in writing and sent to the address set out below or such other address as may be advised by BT from time to time.
- 18.2. Any such notice or other document shall be deemed to have been received by the addressee 2 Business Days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery if sent by hand.

For the attention of

BT Young scientist & Technology Exhibition (or BT YSTE)
BT Ireland
Grand Canal Plaza
Upper Grand Canal St
Dublin 4
Ireland

19. LEGAL RELATIONSHIP

Company acknowledges and agrees in particular that it has no authority to enter into binding agreements of any nature on BT's behalf and agrees that it shall be at BT's sole discretion as to whether or not BT enters into any binding contractual agreement with any person or entity. Neither party shall represent the other in any matter beyond the scope of these Terms & Conditions.

20. GENERAL

20.1. Assignment/No Agency:

Neither Party may assign or transfer any right or obligation under the sponsorship without the prior written consent of the other, such consent not to be unreasonably withheld, provided that BT shall have the right, without the prior written consent from Company, upon notice to Company, to assign or transfer any such rights or obligations to any BT Group Company.

20.2. Waiver

The failure of either of the parties to insist in any one or more instances upon the performance of any provisions of these sponsorship Terms & Conditions shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

21. Governing Law and Jurisdiction:

These Terms & Conditions shall be governed and construed in all respect according to the laws of Ireland and shall be subject to the exclusive jurisdiction of the courts of Ireland to which the Company and BT agree irrevocably to submit.

Schedule 1 BT Trade Marks

General

1. The purpose of this Schedule is to set out the BT Trade Marks comprising the:
 - “BT” word mark; and
 - BT Connected World device



Schedule 2

Terms and conditions for use of the BT Trade Marks

- (1) Company shall only use the BT Trade Marks in the form set out in Schedule 1 and shall not, without BT’s written agreement, use any other trade marks of BT.
- (2) Company shall not, in its name or in the name of any subsidiary or affiliate company register or attempt to register as a trade mark the BT Trade Marks or any elements thereof or anything which is likely to be confused with the BT Trade Marks.
- (3) Company shall not assign the right to use the BT Trade Marks
- (4) Company shall not authorise any third parties to use the BT Trade Marks or any other trade marks of BT
- (5) Company shall only use the BT Trade Marks in the manner set out in the artwork provided by BT to Company and only in relation to the promotion and marketing of the Services, including on websites operated by Company. All use of the BT Trade Marks should previously have been approved by your BT representative.
- (6) The positioning and/or the size of the BT Trade Marks on the promotional and marketing material may only be modified with the prior written approval of BT.
- (7) Company shall at BT’s request, change any promotional or Marketing Material whether produced by itself or on its behalf where the BT Trade Marks are misused or where BT believes that use of the BT Trade Marks is detrimental to the validity or reputation of the BT Trade Marks.

- (8) Company agrees that all or any goodwill arising from its use of the BT Trade Marks will inure to the benefit of BT.
- (9) Where practicable, a notice acknowledging BT's ownership of the BT Trade Marks should be used by Company on promotional and marketing material bearing the BT Trade Marks.
- (10) The BT Trade Marks must not be used in such a manner as to mislead or misrepresent.
- (11) Where BT, in its sole opinion, considers that the BT Trade Marks are being used contrary to such Terms & Conditions for use of the BT Trade Marks, Company shall cease immediately upon receipt of a written notice by BT to do so, and shall not again use the BT Trades until BT is satisfied that any such misuse has been rectified.
- (12) BT shall have the right to terminate immediately the permission to use the BT Trade Marks by written notice to Company that:
 - (i) Company has committed a breach of these terms and conditions
 - (ii) A government or court action in Ireland or the European Union requires BT to discontinue use of the BT Trade Mark or any element thereof
 - (iii) In BT's sole opinion, Company has used the BT Trade Marks in a manner which has caused or is likely to cause damage to BT's goodwill and/or reputation or has caused or is likely to cause damage to the distinctiveness or validity of the BT Trade Marks
 - (iv) Company has used the BT Trade Marks in a manner or in relation to anything outside the terms of these Terms & Conditions.
- (13) The permission to use the BT Trade Marks will terminate automatically upon termination of the sponsorship agreement.
- (14) BT shall have the right to terminate Company's permission to use the BT Trade Marks for any reason, including no reason, by giving 30 days written notice to Company.

These Instructions may be amended by BT upon reasonable notice.

(Any amendments of the instructions will apply only in respect of use after such notice has been given)

Schedule 3

Services

- 1. The purpose of this Schedule is to set out the Services to be provided by Company during the Term together with what those Services will comprise.
- 2. This shall comprise of a direct sponsorship payment to BT in return for branding and recognition in BTYSTE print, digital and physical media, participation during BTYSTE.

Schedule 4

Marketing Materials

1. The purpose of this Schedule is to set out who shall be responsible for the design, supply and installation of all Marketing Materials associated with the Services.
2. The Parties acknowledge that when delivering the Services during the Term, it would be mutually beneficial to conduct various marketing and advertising campaigns in order to increase public awareness of the Services.
3. It has been agreed between the Parties that this may include, but not be limited to, press releases, social media, prize promotions, direct marketing, online, press, leafleting, posters, TV and/or radio.
4. BT shall be responsible for the design, supply and installation of all Marketing Material relating to BTYSE and shall have the right to use its association with Company and/or the Services as a mechanism of obtaining media coverage.
5. BT shall recognise Company as a sponsor of any Award prominently in any additional Marketing Material designed, supplied or installed by BT relating or referring to the Services, and Company shall have the right to pre-approve all such Marketing Material relating to the Award.
6. BT shall be recognised by logo or name across all Marketing Material relating to the Services, wherever reasonable.

Schedule 5

Payments

1. The purpose of this Schedule is to set out the payment terms for the fee payable by Company during the Term in consideration for the Services to be provided by BT.
2. Company agrees to pay an agreed specified fee payable to BT.
3. The sponsorship fee comprises payment for the services to be provided by BT and Company in accordance with Schedule 3 above (Services).
4. The sums payable are exclusive of any applicable VAT which shall be paid by Company in addition in the manner from time to time prescribed by law.
5. BT shall issue a valid VAT invoice for the Fee. Company shall pay the Fee within 60 days of the date of the invoice.
6. All payments due shall be made by electronic transfer to the nominated bank account of BT or by any other method agreed between the parties.

Schedule 6

RULES & REGULATIONS FOR EXHIBITING

1. All stands must be finished to an acceptable standard, No unfinished walls or partitions should be visible. Stands may not be designed or erected in such a ways as to disadvantage another exhibitor.
2. Exhibitors not availing of the shell scheme package are required to submit a copy of the plan for their stand at least two weeks before the commencement of stand build-up. Please advise your exhibition contractor of this requirement.

3. No signs, graphic panels, banners for other exhibits or display equipment may be fixed or attached to any part of the building. All displays must be freestanding or attached with adequate display system or structure.
4. Work on all stands must be completed by noon on the Wednesday of the Exhibition week. No work, erection, decoration or wiring may be undertaken on stands once the exhibition is open as this will cause a Health and Safety Risk.
5. Only fire retardant materials may be used in the construction of exhibition stands, All timber hardboard, plywood or similar materials must be rendered flame retardant by an acceptable method of impregnation and must have certificates to prove this. Fireproof certificates are also required for all stand-dressing materials such as drapes, furniture etc. Exhibitors are particularly reminded that foam or rubber back carpet is NOT permitted and the fire officers will only permit fire resistant carpet tiles and fire proofed carpet to be used in all exhibitions. All carpets and carpet tiles used on exhibition stands must have certificate to state that they conform to fireproof standards BS4790. Gas bottles are NOT permitted in the hall. See further details on fire safety in the Exhibitors Manual, available on request.
6. Your attention is drawn to the performing rights changes imposed by IMRO on the playing of music or promotional videos with music sound tracks. See IMRO details towards the back of the Exhibitors Manual, available on request.
7. Excessive noise or loudspeakers are not permitted where these cause interference with other stands.
8. Exhibitors are not permitted to hand out leaflets at the entrances or in the gangway spaces outside of their stand area, or to place leaflets on cars in the vicinity of the exhibition.
9. We regret that the use of the Public Address System is restricted to emergency use and necessary show announcements.
10. In the interest of security fire doors may not be used by exhibitors once the exhibition is in operation.
11. Exhibitor badges should be worn at all times.
12. Exhibitors should familiarise themselves with the location of emergency exits and fire fighting equipment within the hall. Please read the emergency procedures material, which will be included in your exhibitor's kit, available from the organiser's office during the build-up. All security risks should be reported to the organiser's office.
13. No food, beverage or confectionery may be sold from stands.