

## FT LIVE FORUMS TERMS

For all FT Live Forum elements, the [FT Live Terms](#) apply as supplemented and modified by these FT Live Forum terms.

### 1. INTERPRETATION

- 1.1 Words and phrases used in these Forum Terms shall have the meanings defined in the FT Live Terms, supplemented and modified as follows.
- (a) references to “**clauses**” in these FT Live Forum Terms are to the clauses in the FT Live Terms, and references to “**paragraphs**” are to the paragraphs in these FT Live Forum Terms.
  - (b) “**Client Forum Material**” means any material (other than Client Promotional Material), in any format, submitted by Client for inclusion in FT Live Forum reports. Such material is excluded from the definition of Event Materials.
  - (c) “**Event**” will mean all FT Live Forum elements, except for the following clauses where it will mean the FT Live Forum Sessions only: clauses 1.1 (e), (j),(r) and (v), 7.3, 8.1, 8.8, 10 and 11.
  - (d) “**Event Details**” in clause 2.1 shall mean the FT Live Forum Details set out in the Term Sheet.
  - (e) “**FT Live Forum**” the programme for business professionals detailed in the Term Sheet.
  - (f) “**FT Live Forum Session**” means any free to attend event organised by or on behalf of FT as part of FT’s offering to individual participants of the FT Live Forum.

### 2. RIGHTS AND OBLIGATIONS

- 2.1 FT retains full editorial control over all aspects of the FT Live Forum (including any FT Live Forum Sessions), such as content, formatting, publication decisions, the placement of Client Marks and Client Promotional Material and the selection of speakers and attendees (other than Client’s Attendees). FT will exercise this control reasonably and in line with FT’s editorial and brand standards.

### 3. FT LIVE FORUM SESSIONS

- 3.1 For any FT Live Forum Session, Client will, and will procure that Client’s Attendees will:
- (a) comply with the FT Live Attendee Terms and Conditions set out at <https://help.ft.com/legal-privacy/ft-live-attendee-terms-and-conditions/>;
  - (b) comply with any reasonable instructions given to them by or on behalf of FT as regards their participation in the FT Live Forum Sessions; and
  - (c) behave in a professional and appropriate manner when attending the FT Live Forum Sessions.
- 3.2 Client acknowledges that due to space and attendance limitations, places at specific FT Live Forum Sessions are not guaranteed for its invitees.
- 3.3 Client must promptly notify FT by email to [forums@ft.com](mailto:forums@ft.com), if any of its Attendees are no longer able to attend an FT Live Forum Session.

### 4. INTELLECTUAL PROPERTY AND USE OF EVENT MATERIALS

- 4.1 Subject to paragraph 7.1 below, Client may redistribute (internally and externally) any FT thought leadership report(s) circulated for the FT Live Forum, provided these are not modified in any way. Unless otherwise agreed by FT, all other Event Materials may only be redistributed within Client’s

organisation for internal business purposes. Client must not remove any branding, attribution or disclaimer notices from any Event Materials.

4.2 Clauses 3 and 5.2 shall also apply to the Client Forum Material.

## **5. CANCELLATION OR POSTPONEMENT**

5.1 Clauses 11.3 and 11.4 will not apply to any FT Live Forum Sessions.

## **6. TERM AND TERMINATION**

6.1 The following shall be added to clause 12.1: "In respect of all FT Live Forum elements, the Term will end on the End Date Set out in the FT Live Forum Details section of the Term Sheet."

6.2 If FT dissolves the FT Live Forum, FT may immediately terminate this Agreement in respect of the FT Live Forum elements by written notice to Client. On such termination:

- (a) Client shall no longer be entitled to the FT Live Forum Client Benefits;
- (b) FT will use reasonable endeavours to consult in good faith with Client and will either: (i) provide Client with a pro rata refund of any Fee paid in respect of the FT Live Forum Client Benefits relating to the unexpired period of the sponsorship Term and Client will not be required to make any further payment for that unexpired period, or (ii) transfer the pro rata value of the FT Live Forum Client Benefits to a different FT Live Forum or Event.

## **7. LIMITATION OF LIABILITY**

7.1 Client acknowledges that any Event Materials are intended for information only and should not be relied upon for advice or recommendations. FT shall not be liable for any reliance on, or action or decision taken, as a result of any material included in FT Live Forum reports or summaries (including any articles, comments, feedback or other materials in any format).