

## General Conditions of Use for the Lead Retrieval Service

**1. General Conditions of Use and Acceptance thereof:** These General Conditions of Use expressly govern the relationship between the FIRA DE BARCELONA and the Users (trade visitors) and the Users (exhibitors) who acquire the Lead Retrieval Service offered by the FIRA DE BARCELONA for the Mobile World Congress 2019 (MWC) organized by GSMA Ltd., as well as the regulations and information for Users of this service.

The use of this service implies the User's full and unreserved acceptance of the General Conditions of Use described in this document.

If you are using our Services on behalf of any entity, you represent and warrant that you are authorized to accept these terms on such entity's behalf, and that such entity agrees to indemnify you and us for violations of these terms

FIRA DE BARCELONA may at any time modify these Conditions of Use by posting the changes in question online for their perusal by Users prior to the use of the service. You can access to this Terms&Conditions at <http://leadretrieval.firabarcelona.com/en/general-information>

**2.- Lead Retrieval Service:** The Lead Retrieval service provided by FIRA DE BARCELONA allows users to capture and manage information of the assistants to the Mobile World Congress 2019 ("MWC" thereafter) contained in the different personal badgers or NFC devices, which comprehends the information provided at the registration process for the MWC. The following terms apply to all users and all aspects of the service, included but not limited to the App, Web Portal and, if the case applies, the rental of devices.

This information will be obtained with the official FIRA BARCELONA Lead Retrieval App by means of the scanning process and can be accessed at the mobile devices with the app installed and at the back-office web-service.

The aforementioned process is a voluntary exchange of information to which both parties, the scanner, using the FIRA BARCELONA Lead Retrieval App, and the scanned, a registrant at the MWC, agree.

**3. Access to the Lead Retrieval Service:** Users may access the Lead Retrieval Service in their capacity as an exhibitor or trade visitor at the MWC 2019 event organized by GSMA Ltd. If the User accesses the service as an exhibitor, he/she must enter his/her username and password. The username and password provided are the identifying elements that enable the User to access this service and are personal and non-transferable.

If the User accesses the service as a trade visitor, he/she must have registered for the event in question, having previously provided his/her username and password. These identifying elements that enable the User to access the Lead Retrieval Service are personal and non-transferable.

**4. Obligations of the User:** The User is obliged to use the Lead Retrieval Service in a diligent, correct and lawful manner and undertakes to refrain from:

- a) Using it for purposes or ends that are contrary to the law, morals, good manners or public order.
- b) Using the contents of the service for purposes other than those of the service itself, as described in point 2, including, without limitation, sending advertising or direct marketing communications, and must also refrain from commercializing or disclosing this information in any way or sharing it with third parties without obtaining prior consent from the data subject.
- c) The User undertakes to provide full and accurate information when registering for and making use of the service, and to update these details to ensure that this information is complete and accurate at all times.

The User's failure to abide by the above obligations in relation to the use of the service shall entitle FIRA DE BARCELONA, at its discretion and without prior notice, to block the User's access to the Lead Retrieval Service if it believes the User has breached the Conditions of Use. Any such breach of these Conditions of Use constitutes unlawful and unfair business practice which could be detrimental to FIRA DE BARCELONA and/or the other Users of the service, and therefore the User accepts that he/she shall be liable for the consequences of any such damage, especially those breaches that contravene the laws and regulations in force regarding personal data, granting full indemnity to FIRA DE BARCELONA and GSMA Ltd. as the event organizer.

**5. Liability of FIRA DE BARCELONA:** The User acknowledges and accepts that the use of this service is entirely his/her own responsibility, granting full indemnity to FIRA DE BARCELONA.

FIRA DE BARCELONA shall only be liable for any damage that the User may incur as a result of using the service when this damage is attributable to the wilful misconduct of FIRA DE BARCELONA.

Notwithstanding the above, FIRA DE BARCELONA hereby states that it has adopted all the necessary measures, within its capabilities and the state of technology, to ensure the correct operation of the service.

Should the Lead Retrieval Service be used with the User's own phone, he/she shall be responsible for ultimately ensuring that the phone is suitable for such use. FIRA DE BARCELONA shall be entirely exempt from all liability for defects, faults or shortcomings of the phone that make it unsuitable for the use of the Lead Retrieval Service.

At any time, FIRA DE BARCELONA reserves the right to: (1) modify or suspend access to part or all of the service for duly justified reasons; (2) modify part or all of any policy or condition applicable to the service; and (3) interrupt the operation of part or all of the service whenever it becomes necessary to carry out maintenance, correct errors, or implement other changes.

FIRA DE BARCELONA cannot guarantee that the Lead Retrieval Service does not contain any errors, nor that its use will bring the User specific results of an economic or any other nature.

FIRA DE BARCELONA shall not be responsible under any circumstances for indirect, accidental or fortuitous damages, including loss of profits, even though it may have been aware of the possibility of such damages occurring.

FIRA DE BARCELONA does not guarantee the required connectivity for the information synchronization and usage of the products, services or devices. Fira Barcelona Lead Retrieval is not to be held responsible for any consequences of the lack of connectivity.

In case of experiencing any malfunction, damage or loss of the device, or any issues with the services or products, Fira Barcelona Lead Retrieval encourages to notify any FIRA BARCELONA Lead Retrieval Service Desk and/or representative in a timely manner.

FIRA BARCELONA is not to be held responsible for any unforeseen acts that lead to cancelling or postponing the event, such as, but not limited to, demonstration/protests, strikes of any kind, structural damages, loss or shortages of power or acts of god. If any of the unforeseen acts would take place, FIRA BARCELONA's obligations shall be terminated and FIRA BARCELONA shall be entitled to all perceived payments.

**6.- Disclaimer:** Unless otherwise expressly set forth in writing, our site, the site materials, the third party content, the user content, any hyperlinks, our services and any other services and/or content included on or otherwise made available to you through our site (collectively, "FIRA DE BARCELONA content/services") are provided to you on an as is or as available basis without any representations or warranties or conditions of any kind. We do not warrant that any FIRA DE BARCELONA content/services are free of viruses or other harmful components. We make no representations or warranties with respect to the availability, reliability or security of any content/services. Unless otherwise expressly set forth in writing, we disclaim any and all other warranties and representations (express or implied, oral or written) with respect to all FIRA DE BARCELONA content/services whether alleged to arise by operation of law, by reason of custom or usage in the trade, by course of dealing or otherwise including: (i) any and all warranties of merchantability; (ii) any and all warranties of fitness or suitability for any purpose; and (iii) any and all warranties of non-infringement or condition of title.

**7. Cancellations:** The User may deregister from the Lead Retrieval Service at any time, without entitlement to the return of any amounts paid up to that time, or to make any claim whatsoever. Please contact with the Lead retrieval team at [leadretrieval@firabarcelona.com](mailto:leadretrieval@firabarcelona.com)

**8 - Protection of personal data:** You are informed that when collecting information and personal data (hereinafter "Personal Data") through these Devices, you will become a data processor and responsible for the treatment thereof according to the General Data Protection Regulation 679/2016 approved on the 26<sup>th</sup> of April 2016. Therefore, you may be required to:

- a) Inform all visitors whose personal data you collect that such collection is carried out and offer, if requested, the information contained within the provisions of art. 13 of the aforementioned Regulation.
- b) Guarantee the exercise of rights of access, rectification, limitation of processing, portability of data and opposition, as well as the right not to be subject to automated individual decisions including the creation of profiles.
- c) Ensure that the appropriate technical and organizational measures are adopted to ensure and be able to demonstrate that the treatment is in accordance with the aforementioned Regulation.
- d) Not distribute to third parties, without the prior written consent of the visitors, personal data that has been previously collected.
- e) In general, you must comply with all applicable rules and regulations that apply to the collection, storage and processing of personal data.

f) To avoid any doubt or concern, neither FIRA DE BARCELONA nor the Event Organizer or its affiliates, nor any other party will be responsible for any breach of laws, rules or regulations (including but not limited to the General Data Protection Regulation 679/2016 approved on the 27<sup>th</sup> of April 2016 and to Law 34/2002 approved on the 11<sup>th</sup> of July regarding services of the information society and electronic commerce or the applicable data privacy laws of the United States and/or the United Kingdom) regarding the collection and processing of Personal Data. You agree to defend, indemnify and compensate FIRA DE BARCELONA, the Event Organizer and its affiliates, and its directors, managers, employees, agents and contractors against any demand for such breach.

**9. Applicable legislation:** The relationships established between the User and FIRA DE BARCELONA shall be governed by the provisions of Spanish law concerning applicable legislation and competent jurisdiction. Nevertheless, in cases where the law envisages the possibility of the parties being entitled to another jurisdiction, FIRA DE BARCELONA and the User hereby expressly relinquish any other jurisdiction they may be entitled to and agree to submit to the Courts and Tribunals of the city of Barcelona.

In all cases, the regulations of Spanish Law shall apply.

<b>PRODUCTS AND SERVICES</b>
------------------------------

**I. Orders and Deadlines**

- a. All orders placed before the celebration of the event must be fully paid at least 7 business days prior to the event date.
- b. Orders placed once the event has begun must be fully paid upon order.
- c. All orders placed once the event has begun are subject to availability.

**II. Payment Terms and Cancellations**

- a. Orders with open balances 7 business days before the event starts will be cancelled. Orders can be re-processed for a 50€ fee if payment is received within 7 days till the event starts. In such cases the device configuration and/or delivery may be delayed.
- b. The cancelled orders are subject to on site pricing if the re-order is handled on-site. In these cases the configuration and delivery of the order may be delayed and is subject to availability.
- c. If the received payment differs from the published prices on the moment of the purchase, Fira Barcelona Lead Retrieval will adjust the payment amount to the price on the order form.

- d. All order revisions places after the pre-event deadline are subject to a 50€ processing fee.
- e. No refunds will be given after the pre-event deadline.
- f. Any unused or not picked up devices, services or products are not refundable.
- g. If you experience any malfunction of your product, device or service, escalate immediately your issue to the Fira Barcelona Lead Retrieval Service Desk. Failing to do so in a timely manner will result in no refunds or replacement devices to be given.

### **III. On Site Services and Terms**

- a. Orders for devices, products or services placed on site may require up to 4 hours of processing times and are subjected to availability. Fira Barcelona Lead Retrieval encourages customers to order with a considerable margin before the event starts.
- b. Any sort of modification or customization of Fira Barcelona Lead Retrieval products, devices or services are subject to technician availability and may be subjected to a processing fee.
- c. Fira Barcelona Lead Retrieval clients hereby agree to comply with all the Terms of Usage the Event Management and Fira Barcelona Lead Retrieval. The violation of these terms by any client or party cannot be held against Fira Barcelona Lead Retrieval. The client agrees to hold Fira Barcelona Lead Retrieval harmless and have reserved the right to terminate the contracted services, without refund or any sort of compensation to the involved parties. In addition, Fira Barcelona Lead Retrieval holds the right not to deliver any sort of information (leads, surveys, etc.) in case of such a violation.

### **IV. Application**

- a. The application is to be used with NFC-enabled smartphones compatible with RFID Mifare Desfire EV1, running on Android 4.0 or higher. Fira Barcelona Lead Retrieval is not to be held responsible for the purchase of the License for non-compatible devices. No refunds will be provided for the purchase of the application license for the wrong Operating Systems or non NFC-enable or incompatible with RFID Mifare Desfire EV1 smartphones.
- b. The user agrees to have been informed and provided all the required information for the correct utilization of the application.
- c. Fira Barcelona Lead Retrieval is not to be held responsible for the malfunction of the Android Play Store and the subsequent consequences.

### **V. Web Portal**

- a. To use the Web Portal a computer and Internet connection is required. Fira Barcelona Lead Retrieval is not to be held responsible for the incidences of connectivity loss and thereof consequences or the malfunction of the computer and consequent Data loss, damage or corruption.
- b. The user agrees to have been informed and provided all the required information for the correct utilization of the Web Portal.
- c. To enter the Web Portal, the user will be provided a username and password. The username and password are personal and cannot be transferred.

## **VI. Device Rental**

FIRA BARCELONA offers the possibility to the Event's Exhibitors to rent compatible devices with the Lead Retrieval System. The devices will all be LG G3 S, Samsung Galaxy J5 and Samsung Galaxy Express 2 or equivalent with a 4G Data Plan provided by Vodafone. Units are limited in number and subject to availability.

- a. FIRA BARCELONA is in no way responsible for the service provided by Vodafone and any malfunctions therein, nor guarantees the availability of 4G connectivity.
- b. All devices will be delivered with a power plug and usb cable. It's the client's responsibility to check all the complements are included and escalate the missing of any of the aforementioned complements at the Service Desk or at the moment of delivery to the stand. Failure to do so will result in the application of the replacement fee for any missing complements.
- c. On Site Services and Terms
  - i. FIRA BARCELONA recommends picking up the rented device/s at any of Fira Barcelona Lead Retrieval Service Desks before the event starts, to ensure you can use your device when the event starts and to prevent from unexpected delays. The exact dates of device availability for pick-up will be communicated in a timely manner.
  - ii. Orders for devices placed on site may require up to 4 hours of processing times and are subjected to availability. It is recommended that orders are placed with a considerable margin before the event starts. This delay is independent from the processing time for the license or App orders.
- d. Exhibitor Terms of Usage
  - i. The renter is responsible for a 400€ replacement fee for any damaged, stolen or lost rented mobile device. The renter is responsible for a 40€ replacement fee for any damaged, stolen or lost complement listed in "VII.c."

- ii. In case the renter has contracted the FIRA BARCELONA Lead Retrieval Loss or Damage Waiver, FIRA BARCELONA Lead Retrieval will waive the renter's responsibility to return the device and/or its complements or to return it/them undamaged.
- iii. The following rules apply to FIRA BARCELONA Lead Retrieval Loss or Damage Waiver:
  - 1. FIRA BARCELONA Lead Retrieval Loss or Damage Waiver, waives the responsibility of the renter to return the rented device and/or its complements or to return them undamaged.
  - 2. The renter must report the damage, loss or theft to a FIRA BARCELONA Lead Retrieval Service Desk and/or representative immediately.
  - 3. For any stolen or lost device, the renter must file a police report and present a copy to a FIRA BARCELONA Lead Retrieval Service Desk and/or representative. Failing to present the copy within the next 24 hours of informing the loss or theft of the device, will void the waive of responsibility and the renter will be responsible to pay the corresponding replacement fee.
  - 4. Users may purchase the insurance prior to delivery of the rented device. Consequently once delivered the device the User cannot contract the aforementioned insurance.

(Last Revised: October 8th, 2018)

Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Stand: \_\_\_\_\_

Date: \_\_\_\_\_