

WHERE ON THE MAP – PALM SPRINGS 2027
BUYERS TERMS & CONDITIONS

1. DEFINITIONS

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

- 1.1. "Exhibition" means Where on The Map - Palm Springs 2027 to be held in Palm Springs, California, USA, from September 20 to 23, 2027 which is owned and organized by Hoteles Con Emocion USA LLC (the "Organizer").
- 1.2. "Buyer" means the person, accepted by the Organizer, who will attend the Exhibition as a buyer/travel advisor of luxury travel products where complimentary accommodation, transfers and entry to the exhibition are provided by the Organizer.
- 1.3. "Exhibitors" mean exhibitors who have contracted with the Organizer to take stand space at the Exhibition.
- 1.4. "Pre-Scheduled Appointment (PSA) System" means the appointment system operated by the Organizer to co-ordinate the appointments of the Buyer during the Exhibition.

2. TERMS OF THE CONTRACT

- 2.1. These Terms and Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous oral or written representations, understandings, negotiations, or agreements relating to the subject matter hereof. No prior drafts of these Terms and Conditions shall be used in the interpretation or construction of this Agreement.
- 2.2. Any changes or additions to these Terms and Conditions must be agreed in writing by the Organizer, which may, from time to time, vary or amend these Terms and Conditions, provided that such variations or amendments do not operate to diminish the rights reserved to the Buyers, and shall not operate to increase the liabilities of the Organizer.

3. BUYERS

Buyers will receive from the Organizer:

- 3.1. Up to 3 night accommodation at one of the hotels chosen by the Organizer.
- 3.2. Entry to the Exhibition.
- 3.3. Pre-scheduled appointments from September 21 to 23, 2027.
- 3.4. Obligation to attend Emotions Special Events.
- 3.5. Transfers from and to the airport on specific dates.
- 3.6. Transfers to the venue and special events

As a condition of receiving the complimentary services from the Organizer, Buyers will be required to:

- 3.7. Actively participate in the Pre-Scheduled Appointment (PSA) System.
 - 3.8. Attend all meetings, special events, networking sessions and experiential seminars scheduled by the Organizer and included by the Organizer in the event's agenda.
- Failure by any person to comply with the requirements stated above may result in a review of the person's Buyer status and/or exclusion from the Exhibition without refund of any sums that may have already been paid by that person. A significant shortfall by the Buyer on the minimum commitment with respect to attending appointments shall be treated by the Organizer as a late cancellation, and cancellation fees will apply (see "Cancellations" section below).

4. ACCOMMODATION

- 4.1. Buyers are obligated to arrive at the Exhibition by September 20, 2027 and depart after the end of appointments on September 23, 2027.
- 4.2. The Organizer will provide the Buyer with maximum of 3 night accommodation in Palm Springs for the nights of September 20, 21 and 22, 2027. The Organizer 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 Buyer, are payable by the Buyer locally directly to the hotel. The Buyer has no right to any particular hotel allocation, although the Organizer will endeavor to take into account the Buyer preferences when allocating the hotels.
- 4.3. The Buyer's accommodation will be on a bed and breakfast basis for a single occupancy. Should the Buyer arrange an additional guest/s to stay with them in the room, the additional cost for the double/triple occupancy will be at the cost of the Buyer

4.4. The Buyer's accommodation will be on a bed and breakfast basis. Should the Buyer arrange an extension to the stay, the transfers to and from the airport will be at the cost of the Buyer.

4.5. Should the Buyer choose to change their accommodation during the Exhibition, this should be arranged at the sole discretion of the Buyer and the Buyer should seek to arrange alternative accommodation at their own cost.

5. TRANSFERS

5.1. The Organizer will provide the Buyer with a transfer to and from Palm Springs International Airport (PSP) & Los Angeles International Airport (LAX) to and from their accommodation in Palm Springs. Arrival transfers will be provided on September 20, 2027 and departure transfers will be provided on September 23, 2027.

5.2. Should the Buyer arrange an extension to the stay, be it an earlier arrival date or a later departure date, the transfers to and/or from the airport will be at the cost of the Buyer.

6. CANCELLATION & REPLACEMENTS FOR BUYERS

6.1. Replacements: Invitations to Buyers are non-transferable. In instances where Buyers need to cancel their participation, they may request that a colleague from their organization attends as a replacement. On the condition that the replacement is accepted by the Organizer, a cancellation/ change fee will not apply.

6.2. Cancellation of attendance: Whilst not encouraged, Buyers may cancel their attendance to the Exhibition with no penalty before July 15, 2027. Cancellations received from July 16, 2027 to August 16, 2027 will incur a fee of USD 750.00. Cancellations received from August 17, 2027 to September 13, 2027 will incur a fee of USD 1,000.00. Cancellations received from September 14, 2027 will be considered as No Show applying the provisions of paragraphs 6.3. and 6.4. All cancellations must be received by the Organizer in writing and must have been acknowledged by the dates specified above by the Organizer.

6.3. No Show: Buyers whose cancellations are received from September 14, 2027 or do not inform the Organizer of their cancellations and do not attend the Exhibition will incur a no-show fee of USD 1,500.-.

6.4. Cancellation of attendance fees shall be payable by Buyers within fourteen days of the cancellation date and no-show fees shall be payable by Buyers within fourteen days of the closing date of the Exhibition. The Organizer will inform to the Buyer the way of payment of such cancellation and no-show fees. The Buyer may request an invoice if required.

6.5. The parties acknowledge and agree that, at the time of entering into these Terms and Conditions, it would be impractical or extremely difficult to fix the actual damage resulting from a Buyer's cancellation or non-attendance, given the Organizer's advance commitments to hotels, exhibitors, and service providers. The cancellation and no-show fees set forth in this Section 6 constitute liquidated damages and not a penalty, and represent a reasonable estimate of the Organizer's anticipated losses in the event of a breach. The parties further agree that such amounts are enforceable under California Civil Code Section 1671(b). By accepting these Terms and Conditions, each Buyer expressly acknowledges having read and understood this liquidated damages provision.

7. MEETING ATTENDANCE & NO-SHOW POLICY

7.1. Hosted Buyers are obligated to attend all scheduled appointments set forth in their personalized appointment schedule for the entire duration of the Exhibition. Any failure to attend a scheduled appointment without prior written notice to the Organizer or duly justified cause shall be deemed a no-show and shall give rise to a liquidated damages charge of **USD 100,00 per missed appointment**, which will be invoiced following the conclusion of the event.

This policy does not apply in circumstances beyond the Hosted Buyer's control that are attributable to the organization, including delays or disruptions caused by event-organized transfers, scheduling changes initiated by Emotions, or any other circumstance directly caused by the organizers. In the event of illness or a medical emergency, the penalty will be waived upon submission of valid medical documentation within **14 days** following the event.

Emotions reserves the right to assess each case individually and at its sole discretion determine whether a no-show penalty applies.

8. INDEMNITY

8.1. The Buyer shall indemnify and hold harmless the Organizer against any loss, damages, costs, expenses or other claims arising from:

- a. Breach of these terms by the Buyer or any person.
- b. Acts or omissions of the Buyer or its employees, whether negligent or otherwise.

9. EXCLUSION OF LIABILITY

9.1. The Organizer takes no responsibility:

9.1.1. For the insolvency or failure of any hotel or ground handling company or other supplier.

9.1.2. If a Buyer is refused entry to the United States of America

9.2. The Buyers must obtain adequate travel insurance coverage for their stay and it is recommended in particular that Buyers take out adequate cancellation insurance to cover the instances referred to in paragraph 6, insurance for their baggage and medical insurance.

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

9.4. The Organizer, 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, public health emergencies declared by any competent federal, state, or local governmental authority, or any other circumstances outside the Exhibition or its subcontractor's control which shall make it impossible or inadvisable for the Organizer to hold the Exhibition at the time and place provided or makes it impossible to get the Buyers to the Exhibition or to provide hotels, transfer appointments, events or other services to Buyers. The Organizer reserves the right to re-schedule the Exhibition at another date and/ or at an alternative site.

9.5. The Organizer shall not be liable to the 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 Buyers attendance at the Exhibition.

9.6. The Organizer shall not be liable for the death or personal injury of any Buyer save where such liability cannot be excluded under applicable California law, including without limitation any non-waivable rights under the California Civil Code.

The Organizer shall use commercially reasonable efforts to ensure that the Exhibition venue and related facilities are accessible in compliance with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. Buyers with accessibility needs are encouraged to notify the Organizer in advance

10. RESCHEDULING POLICY.

10.1. If the ORGANIZER is forced to reschedule the EXHIBITION by virtue of the Covid-19 pandemic or any other cause of force majeure, based on the preservation of the health and safety and well-being of the attendees, the participation of the BUYER will remain as is confirmed for the new date of the EXHIBITION. In case the new date is not convenient for the BUYER, the BUYER may request to process the cancellation of its participation.

11. GENERAL

11.1. Completion of an application form applying to become a Buyer at the Exhibition does not automatically guarantee a place on the Buyer Program. Applicants will be notified by the Organizer if their application is successful. The Organizer's decision is final and there will be no need for reconfirmation from the Buyer once the application has been accepted and participation confirmed. Only one application form may be completed by each proposed participant and only the first application form will be accepted.

11.2. Successful applicants will only be accepted as Buyers if they have read and agreed to these Terms and Conditions.

11.3. The Organizer reserves the right to remove a Buyer from the Buyer Program and to withdraw complimentary accommodation at its complete discretion without liability if it is in the best interests of the Organizer and Exhibitors.

11.4. It is important for any Exhibitor, Buyer or member of media to understand, that the Organizer's events are solely for business purpose and targeted for influential people working within the luxury travel industry. We understand that a number of Buyers would like to take an accompanying person along them when travelling to destinations where the Organizer's events take place. This is perfectly acceptable; however, we would like to draw your attention to the following points:

a. The Organizer will book the buyer for single occupancy, but any additional costs incurred are payable by the Buyer upon check out. The Organizer will not be able to advise on the cost until the accommodation has been confirmed; charges will vary according to the hotel.

b. The Organizer can provide airport transfers for one accompanying person only if she/ he travels with the Buyer.

11.5. The Buyer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors throughout their entire stay at the Exhibition. Failure to comply with this requirement may result in action taken in accordance with the exclusion from the Exhibition without refund of any sums that may have already been paid by that person.

11.6. The Organizer may require the Buyer for diagnostic tests for the detection of COVID-19 in accordance with the guidelines, instructions and criteria agreed upon by the competent health authority. In case of positive COVID 19 test, the Buyer will not be able to attend the Exhibition and the Organizer will not be not responsible for any charges that this implies for the Buyer.

11.7. Any disputes arising under these terms will be governed by the laws of the State of California, without regard to its conflict of law provisions, and are subject to the exclusive jurisdiction of the **Superior Court of the State of California for the County of Riverside**. Each party hereby irrevocably consents to the personal jurisdiction and venue of such court and waives any objection on the grounds of venue, forum non conveniens, or any similar grounds.

11.8. By agreeing to these Terms and Conditions, the Buyer consents to the Organizer collecting, processing, and using the Buyer's personal information for the purposes of administering participation in the Exhibition, including communication by telephone, e-mail, and post, and for disclosure to third parties such as airlines, hotels, and Exhibitors in connection with attendance at the Exhibition. In addition, the Organizer may use such information to invite the Buyer to future events and to offer relevant products and services. To the extent the Buyer is a California resident, the Organizer acknowledges its obligations under the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et seq., "CCPA") and affirms that Buyers have the right to: (i) know what personal information is collected and how it is used; (ii) request deletion of personal information, subject to applicable exceptions; and (iii) non-discrimination for exercising their CCPA rights. Requests may be submitted to the Organizer in writing. The Organizer does not sell personal information as defined under the CCPA.