

# PPG Trade Elite 2024 UKNI

## Terms and Conditions

These Conditions and the PPG Trade Elite 2024 Scheme Opt-in form ("Opt-in form") comprise the only terms and conditions on which PPG Architectural Coatings UK Limited ("PPG") shall administer the Scheme and they shall apply to the Scheme to the exclusion of any other terms and conditions generally used by, or preferred by or otherwise brought to PPG's notice by the Business, the Business Owner or any Attendees.

1. As a customer of PPG Architectural Coatings UK Limited, your company or business ("Business") has been invited to participate in the PPG Trade Elite Scheme ("Scheme") administered by PPG's third party agency XSEM Limited (registered in England and Wales under Company registration number 04654429) ("XSEM").
2. To participate in the Scheme, your Business must complete, sign and return your opt-in form on email to [sarah.clough@ppg.com](mailto:sarah.clough@ppg.com) by 31st March 2024 (time being of the essence in this respect). If your Business fails to comply with this condition then it shall not be entitled to participate in the Scheme and PPG shall have no obligation to include your Business in the Scheme. By signing the Opt-in form you are declaring that you are the owner/director of the Business and have the express authority on behalf of the Business and/or the directors to enrol it in the Scheme. You are also confirming that you, as the duly authorised person for and on behalf of the Business, agree and accept these Conditions and your Business's 2024 purchasing target and number of places for Attendees.
3. The Opt-in form outlines your Business's purchasing target and number of places allocated to attend the Trade Elite Conference in 2025 ("Conference"). The destination for 2025's Conference is Montenegro. The Conference will take place in May 2025. The target period is 1st January to and including 30th November 2024 ("Scheme Period").
4. The Business's purchasing target is a target set by PPG on products purchased from PPG by the Business ("Target"). Only the following products shall count towards the Target:
  - 4.1. products that PPG has delivered and invoiced to the Business during the Scheme Period;
  - 4.2. products that the Business has collected and PPG has invoiced to the Business during the Scheme Period; provided always that if by 31.01.25 the Business has not paid in full the invoices issued to it by PPG during the Scheme Period, then, without prejudice to PPG's rights to terminate the Business' participation in the Scheme pursuant to Condition 14 below, the total value of such unpaid invoices shall be deducted from the total value of invoices issued to the Business by PPG during the Scheme Period.The following shall not count towards the Target:
  - 4.3. the VAT element of any PPG invoice;
  - 4.4. PPG's carriage, duties or freight costs;
  - 4.5. purchases that are not made through one of the Business's accounts listed on its completed Opt-in form;
  - 4.6. purchases by any associated or group company unless such account is listed on the Business's completed Opt-in form.
5. Subject always to Conditions 14 and 18 below, if your Business reaches or exceeds its Target within the Scheme Period it will qualify for places as specified on the opt-in form to attend the Conference in 2025. This includes; group return flights from UK (usually a London airport) to the Conference destination (economy), group transfers (Conference destination side), twin / double accommodation for double occupancy (standard room), with breakfast and any excursions, lunches & dinners stated in the final Conference Itinerary ("Scheme Package"). Group flights are booked well in advance of the Conference to ensure we have enough seats booked for the trip. We are permitted a limited number of route deviations/ upgrades (without an amendment charge though subject to a charge for the route deviation/upgrade itself) for one of the legs of our group flights. The chance to deviate the route/ upgrade these allocated flights will be available on a first come first serve basis and subject to availability and subject also to the Business paying the additional cost of the route deviation/ upgrade. Once the route deviation/ upgrade has been made, no further changes can be made. The full itinerary will be confirmed in early 2025.
6. Monthly sales updates will be sent on email by XSEM showing your Business's purchases YTD against your Target. Upon expiry of the Scheme Period, XSEM will confirm to the Business

whether or not it has reached or exceeded its Target. If exceeded, the Business will qualify for Attendee places as specified on the Opt-in form to attend the Conference in 2025.

7. The Conference may only be attended by the Business owner or otherwise by such person(s) as is authorised by the Business owner to attend the Conference with his or her permission up to the maximum number permitted to attend the Conference (“Attendee(s)”) provided always that it is strictly prohibited for any Attendee to be either a public official or a customer of the Business prior formal pre-approval from PPG and confirmation that invitation of the Attendee may not expose both the Business and PPG to potential non-compliance with UK and international regulations. Once the Business has confirmed the selected Attendee(s), the Attendee(s) list cannot be changed or altered. The Attendee(s) hereby confirm that they agree to receive email communication about the Scheme and the Conference to the (email) address provided and this will be deemed by the Attendee(s) to be a legitimate interest for personal data processing activities associated with the Scheme. For more information on how your personal data may be processed and our grounds for doing so please see the Privacy Notice at the bottom of these Conditions.

7.1 The Business owner and/or its directors hereby acknowledge and agree that the Business is the recipient of the Scheme Package which may be deemed to be a taxable benefit in kind. Accordingly, the Business owner and/or its directors shall remain wholly responsible for: a) ensuring that the tax treatment by the Business and by each Attendee with respect to the Scheme Package complies with all applicable tax laws; b) the payment of all liabilities that may be associated with such compliant or non-compliant tax treatment including (without liability) income tax, national insurance contribution and any fines.

8. Once XSEM confirm to the Attendees that they have been booked into the Conference (which comprises return economy flights to the Conference destination, hotel accommodation, restaurant bookings, transfers and related events whilst attending the Conference), it is not possible to alter the dates or the Conference destination and PPG shall be under no obligation to refund or provide any monetary compensation or provide alternative dates (or parts thereof including without limitation substitute accommodation or flight or substitute events) to the Attendees (or any of them) if:

8.1. the Attendees (or any of them) decide not to, or can no longer or must no longer attend the Conference for any reason (including, without limitation, any Attendee falling in the category of persons identified by the UK Government as being clinically extremely vulnerable and at high risk of serious illness if they catch coronavirus (COVID-19) or are required to be shielded due to (COVID-19), the Attendees falling ill prior to travel or an Attendee displays Coronavirus-related symptoms or the UK Government’s Foreign and Commonwealth Office or the equivalent authority in the Conference destination country advise against all but essential travel to such country); or

8.2. all or any part of the Conference (including without limitation flights, hotels, restaurant bookings, transfers or related events) is or are cancelled by, or the relevant provider and/or XSEM refuses to supply, the relevant part of the Conference.

9. Any additional costs or charges (including but not limited to additional personal requirements such as additional nights or travel upgrades (including flights) or liabilities (including but not limited to tax liabilities)) which arise or are required as a consequence of attending the Conference will be the Attendees’ sole responsibility and are not included in the Conference package. Also the Attendees shall be solely liable for all additional costs, charges and liabilities arising from any changes to the Conference which were requested by the Attendees. Such additional costs and charges shall include all those directly or indirectly arising from: a) any quarantine; or b) self-isolation requirements; or c) a lockdown is imposed; by the Conference destination country or the UK government relating to the Coronavirus (for example but not by way of limitation: accommodation, food and drink during the period of quarantine); or d) the sickness or illness of an Attendee.
10. Certain events may be subject to restrictions specified by our selected third party suppliers; e.g. participants must hold a valid passport or must not be subject to a restriction such as a football banning order or similar. It is each Attendee(s) responsibility to ensure that they qualify to attend and/or can participate in the Event. Individual Attendee(s) may be required to agree to further terms and conditions specified by our selected third party suppliers in order to take part in certain events.

11. The Business's details and those of its Attendees will be disclosed to our selected third party events agency for the purpose of administering the Scheme and arranging your places on the conference if the Business qualifies. For more details please see the Privacy Notice at the bottom of these Conditions.
12. No cash alternative is available for any event included in the Scheme. Conference places are non-transferable and no part or parts of the activities may be substituted for other benefits, items or additions or price reductions. No refunds will be available from either PPG or our selected third party agency or suppliers.
13. If PPG is delayed in, prevented from or fails to provide places on the Conference (including without limitation, hotel accommodation, restaurant bookings, transfers and related events whilst attending the Conference) by the agreed date (pursuant to Condition 5 above) or the same is cancelled or postponed by reason of any cause beyond its reasonable control (a "Force Majeure Event") then, subject to the remaining terms of this Condition 13, neither PPG nor its third party agency or suppliers shall have any liability whatsoever to the Attendees or the Business in respect of the delay, prevention or failure to provide the Event or Event upgrade or the same is cancelled or postponed. In such circumstances, PPG excludes all liability whatsoever for any costs, expenses, damages, liability, injury or disappointment suffered by the Attendee(s) or the Business arising out of or in any way connected with for such cancellation or postponement to the fullest extent permitted by law. A Force Majeure Event shall include, but shall not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action, accident, natural disaster, storm, flood, fire, epidemic or disease.
14. PPG reserves the right to immediately withdraw the Business's or the Attendees' participation in the Scheme or withdraw the Business's or the Attendee(s)' entitlement to the attend the Conference (without any liability whatsoever to the Business or the Attendees) if:
  - 14.1. The Business or the Attendee(s) are in breach of any of their respective obligations, representations and/or warranties under these Conditions;
  - 14.2. The Business's account is in arrears with PPG at any point;
  - 14.3. The Business ceases to trade at any point during the Scheme Period;
  - 14.4. PPG (in its sole discretion) considers that the Business is likely to or otherwise finds out that it has abused the Scheme in some way, e.g. bulk purchases from PPG at the end of the Scheme Period and seeking to refund such products following the end of the Scheme Period;
15. Attendance at the Conference is taken at the Attendee(s)' own risk and PPG excludes all liability whatsoever for any costs, expenses, damages, liability, injury or disappointment suffered by the Attendee(s) or the Business arising out of or in any way connected with the Conference (including, without limitation, an Attendee's contraction of the Coronavirus prior to travel to, or during the Conference, any requirement imposed on an Attendee to go into quarantine or self-isolation or the Attendees are prevented from returning to the UK because lockdown restrictions are imposed due to the Coronavirus) other than those costs and expenses specifically provided for during the conference (if any) provided that nothing in these Conditions excludes any liability for:
  - 15.1. death or personal injury arising out of PPG's negligence or the negligence of its employees;
  - 15.2. fraud or fraudulent misrepresentation by PPG or its employees; or
  - 15.3. any other liability that cannot be excluded or limited by law.
16. The Attendees are responsible to comply at all times with the UK Government's guidelines which can be accessed at the following link: <https://www.gov.uk/coronavirus> , those of the Conference destination's government and those of the Attendees' travel insurers.
17. The Business may only participate in one PPG customer incentive scheme in any calendar year.
18. This Scheme together with the Business and/or the Attendees' rights to attend the conference may be altered, postponed, withdrawn or cancelled by PPG at any time at its sole discretion without prior notice and without PPG incurring any liability whatsoever for any costs, expenses, damages, liability, injury or disappointment suffered by the Attendee(s) or the Business arising thereby.
19. Not included within the conference package is; UK accommodation, airport parking, connection flights, upgrades to flights, administration fees for flight name changes when names are confirmed with the airline, upgrades for accommodation, additional single occupancy accommodation, extra accommodation outside of the conference dates, room incidentals, if you choose to book your own flights directly and not with XSEM no cash alternative will be given for

flights, transfers are not included if your flight is not with the group and also travel insurance is not included. If items are not stated in the package inclusions, these are not included and are to be paid for at the Attendee(s)' own cost.

20. Travel insurance is NOT included. It is the responsibility of each Attendee to ensure that they have the relevant valid insurance cover pertaining to the Conference including (without limitation, hotel accommodation, restaurant bookings, transfers and related events whilst attending the Conference) whether or not these were booked by PPG or its third party agent). If, for whatever reason, the Conference is cancelled or postponed and the Attendees or the Business do not have the requisite insurance cover or such cover is subject to exclusions or insurance excesses, then PPG shall have no liability to the Attendees or the Business whatsoever for any costs, expenses, damages, liability, injury or disappointment suffered by the Attendee(s) or the Business arising thereby.
21. No verbal representation by any PPG employee or any third party agent shall be capable of being relied on by an Attendee or the Business or be deemed to be a representation by PPG unless it is confirmed in writing.
22. If any wording in any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from these Conditions, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if these Conditions had been originally drafted with the invalid, illegal or unenforceable wording eliminated
23. The Business and any Attendees shall address any applicable notices or correspondence to: a) XSEM at [nicole.dixon@xsem.co.uk](mailto:nicole.dixon@xsem.co.uk) or XSEM Ltd, 3 Bowling Green Terrace, Holbeck, Leeds, West Yorkshire, LS11 9SP for the attention of Nicole Dixon; and b) PPG at [sarah.clough@ppg.com](mailto:sarah.clough@ppg.com) or PPG, Huddersfield Road, Birstall, Batley, West Yorkshire WF17 9XA for the attention of Sarah Clough.
24. These Conditions shall be governed and construed in accordance with the laws of England and Wales and in the case of dispute the parties shall submit to the exclusive jurisdiction of the English Courts.
25. The Scheme is operated by PPG Architectural Coatings UK Ltd (registered in England and Wales under company number 436135) whose registered office is at Huddersfield Road, Birstall, Batley WF17 9XA.

#### Data Protection Privacy Notice

Personal data belonging to the Business owner and Attendees will be processed by PPG Architectural Coatings UK Limited as a data controller for the purpose of administering the PPG Trade Elite 2024 Scheme ("Scheme") (including the disclosure of such personal data to our third party agents to manage the Scheme). The legal basis for the processing is to meet our legal obligation, cf. GDPR art 9(1) (b), and to pursue our legitimate interest, cf. GDPR art. 6(1) (f), in administering the Scheme (including the disclosure of such personal data to our third party agents to manage the Scheme). More information in relation to your personal data can be consulted at <http://corporate.ppg.com/Legal-Notices-and-Privacy-Policy/PPG-Europe-Privacy-Policy.aspx> (Privacy Policy), and <https://privacy.ppg.com/en-US/> (Cookie Policy), and <https://www.johnstonesdc.com/website-terms-use> (Website Terms of Use). If you would like to obtain more information in relation to this initiative please contact Sarah Clough. If you require more information in relation to your data privacy, please contact [dp-eu@ppg.com](mailto:dp-eu@ppg.com)