

Terms and Conditions for Participating in QCon Plus November, 2022

- 1. What these terms cover.** These are the terms and conditions that apply when registering, purchasing a ticket, or attending QCon Plus. Please read these terms carefully before registering with us.
- 2. Who we are.** QCon Plus is trademarked and a wholly-owned brand of C4Media Inc., located in Toronto, Canada at #705-2267 Lake Shore Blvd W, Toronto, ON, Canada, M8V 3X2. In these terms, any reference to “QCon Plus”, “QCon”, “we”, “us”, C4Media, or the “Event” also includes and will be read as a reference to C4Media Inc. and its subsidiaries. As such, all these terms also apply to and indemnify C4Media Inc., and all its subsidiaries and affiliates.
- 3. Registration.** Our acceptance of registration will take place when we send you an email to confirm your registration to the event has been successful, at which point a contract will be formed between us and you.
- 4. Cancellation & refunds.** You can cancel your purchase up to 14 days before the event date by emailing info@qconferences.com. Thereafter, we do not offer refunds. At our discretion, refunds may be subject to an administrative fee. Refunds are limited to the amount of the ticket price. In no event shall C4Media, Inc. be held liable for any damages or expenses incurred related to the Event beyond the amount of the original ticket price paid. Please note that all transfer tickets (tickets that were transferred from another C4Media event to QCon Plus) are considered final purchases and cannot be canceled or transferred again (to another event or another person).
- 5. Real identity.** Participants must use their real identities on all the Event platforms.
- 6. Access credentials are individual.** Sharing Access credentials is prohibited. Event participants violating this policy may be sanctioned, expelled from the Event without a refund, and/or barred from attending future events at the discretion of the Event organizers (sponsors are exempt from this policy).
- 7. Pre-Paid Access Only.** Only participants who have paid for the Event in full will be admitted and receive access credentials.
- 8. Event Cancellations & Changes.** C4Media reserves the right to cancel or postpone the Event and/or co-located Events in their entirety or in parts at our sole discretion. If we cancel or postpone the Event, we will use reasonable efforts to reschedule them within six (6) months from their original start date. Registration fees paid by registrants for a canceled or postponed event shall be applicable to the rescheduled Event and be considered paid in full for the equivalent ticket. In the event that we are not able to reschedule the canceled Event(s), registrants will be offered a refund. Event dates and times are subject to change. Under no circumstances will C4Media be held responsible for any expenses an attendee incurs beyond the cost of the Event ticket itself. C4Media, Inc. reserves the right to change any and all speakers or

instructors without notice.

9. **Technical Issues.** It is the registrant's responsibility to have a computer system compatible with the software platforms the Event is using. We recommend participating in the Event from a laptop or desktop and not from any mobile device or tablet and we do not have control over or take any responsibility for technical issues that the individual registrant may encounter. Should a registered attendee encounter individual technical issues in attending the Event, we provide a detailed FAQ section as well as limited tech support, however, such issues will not be a reason for a refund. In the case of significant downtime of any of the software platforms that we are using to host the Event and that affect all participants, we reserve the right to cancel or postpone in accordance with these terms and conditions. We cannot be held accountable for any email gateway issue. If a registered attendee cannot find their registration confirmation email or credential details, please contact us at info@qconferences.com.
10. **Payment.** The registration fees may be subject to taxes which will be noted and displayed during the purchase process. QCon Plus complies with all local tax filings and regulations. It is the registrant's responsibility to comply with their own respective tax laws. A payment charged to your credit card or PayPal account is processed directly by us in the USD amount stated on the event website. If your card is not denominated in USD currency, your bank will process the charge at their foreign currency exchange rate. Additionally, the event charge is generated from Canada (see the "Who we are" section of this document), which means that customers outside Canada might incur a foreign transaction fee from their issuing bank. C4Media does not control nor collect these fees, therefore we are not responsible for any discrepancies resulting from charges including bank exchange rates, bank card exchange rates, foreign bank transaction fees, or internet posted exchange rates.
11. **Code of Conduct.** We expect all participants to follow our Code of Conduct to ensure that all Event participants can enjoy a safe and productive environment. Please read our code of conduct at <https://plus.qconferences.com/code-conduct>
12. **Photography & Video of You.** By participating in the Event, you hereby grant C4Media the exclusive and unlimited right to use, reuse, publicly display, publish and/or re-publish, in any manner or medium, now or later developed, your name, likeness, and any and all video, photographic or other images of you taken by or on behalf of QCon Plus or its attendees for the purpose of illustrating, advertising and promoting the Event. You understand you will not be compensated in any way for any of these uses or have any right to examine or approve these uses and agree to release C4Media from all claims and liability relating to the use of your name, likeness, photograph, image, or statement. C4Media has the right to change, modify or alter this material in any way without your prior permission and you hereby waive any and all rights with respect to such changes, modifications, or alterations. The foregoing permission and release shall inure to the benefit of the assigns, licensees, and legal representatives of C4Media.
13. **Photography & Video of Us.** If you like, you may take your own still-photos/screenshots during the Event and share them on social media. You are not permitted to record or otherwise take your own video of any session. Conference participants violating this policy may be sanctioned or expelled from the Event without a refund at the discretion of the conference organizers. If you take still photos or screenshots and post them on social media, please do not post material that violates or infringes another's rights, including but not limited to privacy, publicity, or

intellectual property rights, or that constitutes infringement. At no point shall C4Media be held liable for any perceived damages as a result of Event attendees violating this policy. C4Media, Inc. and its affiliates, agents, and their respective personnel will be indemnified from any claims, damages, liabilities, or losses arising from any such claims.

14. **Individual Video Access.** C4Media may offer attendees access to videos of presentations after the Event. These videos are meant for personal viewing by Event attendees only and downloading of the videos is not permitted. C4Media reserves the right to block any user's account who does not adhere to these rules.
15. **Participant's Own Opinion.** C4Media does not endorse any opinions, statements, or presentations made by speakers, sponsors, attendees, guests, or other participants of the Event or co-located Events. Any such statements shall be interpreted solely as the opinion of the individual and not the opinion of C4Media. At no point shall C4Media be held liable for any real or perceived damages as a result of a statement (verbal or written) made related to an Event. Furthermore, C4Media, Inc. and its affiliates, agents, and their respective personnel will be indemnified from any claims, damages, liabilities, or losses arising from statements or expressions of opinion made by any participant of the Event. However, if statements made by an attendee (including speakers, sponsors, or attendees of any kind) violate our Code of Conduct, we request that our staff be immediately notified so that this can be addressed and necessary steps can be taken per our policy.
16. **Liability.** C4Media assumes no responsibility or liability for any loss or damage which arises as a result of any use of the software platforms, facilities, or services provided at the Event, or for any use of or reliance on any statement made or content displayed on our website or presented by staff or other participants as part of the Event. C4Media will not be liable for any loss of profits, loss of business, business interruption, or loss of business opportunity, or similar loss, or for any delays caused by such an event.
17. **Copyrights & Trademarks.** Product and brand names remain the registered trademarks of the respective companies. QCon and QCon Plus are private events of C4Media., and C4Media holds all trademarks and copyrights for the content of the conferences and Events. No use of the QCon, QCon Plus, or C4Media trademarks is permitted without our prior written approval.
18. **Privacy.** Our privacy notice tells you what to expect when registering for QCon, QCon Plus, or its co-located Events and how we collect, use and share personal information. It explains how we use your personal data and your rights in relation to that data. The privacy notice covers various brands operated by C4 Media, Inc. Read the full privacy notice at <https://qconferences.com/privacy-notice>
19. **Governing Law.** These terms are governed by the laws of Ontario, Canada.
20. **Arbitration.** Any dispute, controversy, or claim arising out of or relating to these terms, including any question regarding its existence, interpretation, validity, breach, or termination of the business relationship created by it shall be referred to and finally resolved by arbitration before the International Centre for Dispute Resolution ("ICDR") or the International Chamber of Commerce ("ICC"). That arbitration and all pre-arbitration matters shall be in the English language, and shall be governed by Canadian law, and carried out pursuant to the ICDR

Canadian Dispute Resolution Rules and Procedures or the ICC Rules of Arbitration, as appropriate. The place of the arbitration shall be Toronto, Canada.

21. **Policy Modifications.** We reserve the right to change these Terms at any time. Every time you wish to use our site or register with us, please check these terms to ensure you understand the terms that apply at that time.
22. **Severability.** In the event any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force.
23. **Contact Us.** If you have questions about the QCon Plus Terms of Participation and/or would like to contact us, please email us at info@qconferences.com

Effective June 20, 2022