

## **Terms and Conditions**

1. Terms: These Terms and Conditions ("Terms") explain the terms and conditions applicable to event booking requests made by you with the LNRS Data Services Limited Trading as ICIS ("ICIS") and having its principal business address at Quadrant House, The Quadrant, Sutton SM2 5AS, United Kingdom. These Terms apply to all events put on by ICIS ("Event") When accessing or viewing the Event or any part of the Event, each individual (each, an "Attendee") is subject to these Terms and Conditions ("Terms"). The Attendee acknowledges that they have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, do not book, access, participate in, or otherwise view the in-person Event. These Terms apply to the exclusion of any other terms that the Attendee may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea or general information about the Event. Except as expressly stated in this contract, they shall not form part of these Terms or have any binding effect. These Terms constitute the entire agreement between us and the Attendee. The Attendee acknowledges that he/she has not relied on any statement, promise, representation, assurance, or warranty made or given by us, or on our behalf, which is not set out in these Terms.

**2. Booking:** To become an Attendee, you must register and book your place on the Event. We will confirm your booking via email within Two (2) working days ('Booking Confirmation'). By booking your place on the Event set out in your Booking Confirmation, you are entering into a binding agreement. If you do not receive your Booking Confirmation within this time, please contact us at <u>events.registration@icis.com</u> to confirm your booking. Attendee's booking form constitutes an offer by the Attendee to attend the Event in accordance with these Terms. By submitting the booking form, the Attendee confirms he/she is at least 18 years old, if an individual. Receipt of a booking form does not bind us to accept a party as an Attendee. Under these Terms, we reserve the right to refuse a booking. Attendees will be contacted and advised of any rejection of their booking. In such an event, all payments made by an Attendee will be refunded. A booking form is only deemed accepted when we acknowledge receipt. You must make payment in accordance with clause 3 below.

**3. Payment:** Payment for the Event ('Fee') must be received by credit/debit card at the time of booking. Failure to make payment will result in access not being granted for Attendees to participate in, view or otherwise engage with the Event.

If you encounter any issues in making payment, please contact us at <u>events.registration@icis.com</u>.

In all cases, the Fee for the Event must be received Five (5) working days prior to the Event date.

4. Event Networking: Our Event platform allows Attendees to exchange messages, schedule business meetings ahead of the event and view a list of fellow Attendees. Your use of this facility will be subject to conduct and usage restrictions outlined in these Terms and otherwise available at law. This facility is not applicable to training events.

**5. Event Materials and Speaker Presentations:** Event Materials may be provided for this Event. Where these are provided, Attendees may be asked to download them during the Event. An electronic link will be sent within 4 business days after the Event to download the presentations, where individual speakers have consented to such distribution. Training Event Attendees will receive training materials, on the date of the Event and a Certificate on successful completion of all training modules.

6. **Delegate list:** A list of Attendees may be distributed at the Event, including, but not limited to, Attendee name, job title and company name. If you would like your details excluded from this list, please contact us at <u>events.registration@icis.com</u> a minimum of two weeks prior to the event (requests received after this date cannot be guaranteed to be accommodated).

7. Attendee Cancellation: All cancellations must be made by email to: events.registration@icis.com (Registrations Dept, ICIS Events, Telephone: +44 (0)20 8652 4520, +44 (0)20 8652 3820, +44 (0)20 8652 3233. Subject to any applicable statutory rights you may have, you may cancel one or more Attendee place(s) at the event at any time. If cancellation is more than 31 days before the event date, as set out in your Booking Confirmation, we will, at your request accept, a substitution at no extra cost (please see substitute section below) or refund 75% of the applicable Attendee fee. If cancellation is on or less than 31 days before the event date as set out in your Booking Confirmation, a substitute will be accepted but no refund will be given. Please note that a 'non-attending Attendee' who has paid their registration fee will be deemed to be a cancellation and the Attendee will be emailed, post- event, a password to download speaker presentations. Attendee fees will not be refunded. Please also note that Attendee places are non-transferable to other events.

8. Alteration and Cancellation by ICIS: It may be necessary to alter the venue and content of the event, or the timing of the programme. If we cancel the event for any reason, we will make a full refund of any booking fees paid. If we must alter the date or location of the event this booking will be transferred to the revised date and these Terms and Conditions shall apply to the transferred booking.

**9. Substitutions**: If any Attendee is unable to attend the event we may accept a substitute Attendee at no extra cost, provided (i) we are notified by email at <u>events.registration@icis.com</u> of the name, job title, email address and telephone number of both the registered and substitute Attendees no later than 5 working days before the event (ii) such substituted Attendee is not residing in a prohibited country or otherwise prohibited in accordance with any of the sanction regimes of the European Union, United Kingdom, United Nations or United States of America's regulatory authorities or any other applicable local regional sanctions. We reserve the right to refuse entry to the substituted Attendee if we are not notified in advance as per provisions of these terms and conditions. You must immediately notify us if the substitute Attendee has any special dietary or access requirements.

**10**. **Visa Applications**: In the event a visa application is declined, we will refund the booking fees paid, less an administration fee of \$250 (or currency equivalent) if we receive a copy of the embassy refusal no later than 7 days prior to the Event. We are unable to issue a refund within 7 days of the Event, but the Attendee will still have access to the Delegate Networking Platform and will be sent access to the Event presentations post Event.

**11. Insurance:** It is Attendee's responsibility to take out appropriate insurance to cover travel and other activities related to the Event. We accept no responsibility for travel, accommodation or other expenses incurred as a consequence of cancellation or postponement of the Event. We accept no liability for any other loss, including incidental or consequential loss, in excess of the amount paid for the booking.



**12. Hotel Bookings:** It is Attendees' responsibility to book accommodation as required at the event venue and to pay for such accommodation in accordance with the venue's terms and conditions. We will provide details of accommodation available prior to the Event.

**13. Attendees' Liabilities:** You hereby accept liability for all your acts or omissions at the event venue and undertake to indemnify us and keep us indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against us or incurred or become payable by them arising there from or in respect thereof including any legal costs and expenses and any compensation costs and disbursements paid by us on the advice of Counsel to compromise or settle any such claims.

**14. Security:** All Attendees are asked to wear their badges throughout the event. Badge holders must not allow their badges to be worn by anyone else. Any failure to comply with the foregoing is likely to lead to the badge holder and the person wearing the badge being removed from event. Anyone obtaining an Attendee or exhibitor badge by theft, deception or other illegal means will be asked to leave the Event. No one under the age of 18 is permitted to attend the Event unless they have obtained ICIS' prior written consent. Anyone attending the event must not be involved in any activity which may disrupt event. Such activity may include participating in demonstrations, objectionable behaviour or wearing offensive apparel.

ICIS reserve the right to exclude or remove anyone from the Event and venue who does not comply with this policy or who they reasonably consider is likely to break these rules or who is prohibited from attending under any applicable sanctions, laws or regulations.

**15. Termination:** Without prejudice to any other rights or remedies which we may have, where you are a company, we may terminate this contract without liability to you on giving written notice: (i) for any reason upon not less than 30 days' notice; or where you become (or, in our reasonable opinion, are at serious risk of becoming) insolvent or unable to pay your debts as they fall due.

Termination of these Terms, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination. Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract shall remain in full force and effect.

**16. Attendee's Assumption of Risk:** Attendee assumes all risks arising from or incidental to their participation in the Event, including all loss or damage to property in connection with the Event. Access to the Event may require access to the Internet and use of the Attendee's personal devices. The Attendee acknowledges that he/she is solely responsible for obtaining their own devices, any Internet connection, mobile fees, or other incidentals or expenses to facilitate access to the Event.

Attendees are solely responsible for their own use of any required Internet connection and/or personal devices and for ensuring that such Internet connection and/or personal devices are compatible with any requirements that we may (i) specify to Attendees, (ii) make available on the Event website or (iii) generally share with Attendees in relation to the Event. ICIS will not be responsible or liable for any costs associated with the Attendee's access to the Event or for the Attendee's inability to gain access to the Event, unrelated to any material functionality issues arising from ICIS' systems. Owing to local restrictions unique to your jurisdiction, we cannot guarantee that you will be able to access our platform. If you are having access issues, please contact us at events.registration@icis.com.

**17. Attendee's Release and Authorisation:** Attendee (1) releases the providers of any distribution platforms or digital services used in connection with the Event, and each of their respective affiliates, employees, and agents from any and all liability for loss or damage to persons or property, infringement of any right, or any other claims or courses of action of any kind arising from or relating to the Attendee's participation in the Event; (2) authorises and permits ICIS, its sponsors, contractors, employees, agents and affiliates, the use of his/her name, voice, likeness and all reproductions thereof by any means and in all media now and hereafter known for any it's internal business purposes including but not limited to the marketing and publication of further events; (3) agrees to comply with all rules and regulations of the Event and with all applicable laws, ordinances, codes, regulations, standards and judicial orders; (4) authorises and permits ICIS to share Attendee's personal information, including but not limited to contact information, with such affiliates, contractors, and third parties (i) with which Attendee authorises in connection with the Event, and/or (ii) which may participate in delivery of the Event to the Attendee; and (5) acknowledges and agrees that ICIS are not responsible for Attendee's personal property in any way.

**18. Disclaimer:** THE EVENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS OPERATION, ITS COMPLETENESS, OR AS TO THE ACCURACY, OF THE INFORMATION, CONTENT OR MATERIALS INCLUDED. In no event will we be liable to any party for any direct, indirect, incidental, special, or consequential damages of any type whatsoever related to or arising from the material provided in the Event or any use of it, or of any resource linked to, referenced, or accessed through, or for the use or downloading of, or access to, any materials, information, products, software or services, including, without limitation, any loss of profits, business interruption, hardware damage, loss of savings or loss or alteration of programs or data. We do not warrant that (1) the contents will meet your requirements, (2) access will be uninterrupted, timely, secure or error-free. Any material, information, products, software, programs or service downloaded or otherwise obtained as part of this Event is used by Attendees at their own discretion and risk and each Attendee will be solely responsible for any damage or loss that may result from use of the Event content or material. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL DIRECT AND INDIRECT LIABLITY WHICH MAY RESULT FROM UNAUTHORISED REPRODUCTION OR USE OF EVENT CONTENT OR MATERIAL. THE INFORMATION CONTAINED HERE IS SUBJECT TO CHANGE WITHOUT NOTICE.

**19.** No Disruptive Behavior: ICIS reserve the right to deny access, ban, or remove from the Event or any part of the Event any person who it determines, in its sole and absolute discretion, is behaving or threatening to behave in a manner it considers to be disruptive of the Event.

**20.** No Resale or Sub-License Permitted: If ICIS charges a fee to Attendees for a license to participate in the Event or provides Attendee with a unique code or identifier for use in connection with the Event (collectively, the "License"), the unauthorised resale or sub-licensing of such License, attempted resale or sub-license of such License, or unauthorised transfer of such License to a third-party are strictly prohibited and will constitute a forfeiture of such License without compensation. Each such License may only be used by the same Attendee in the Event. The Event's operating hours, schedules, and speakers are subject to change or cancellation without notice. Each License is a revocable license to participate in the Event.

ICIS may reasonably change the time of an Event feature to account for (i) unexpected occurrences, (ii) other Event features being delayed, or (iii) an Event feature ending earlier or later than expected.

21. Events Photography and Filming: Official event photographers and videographers may take photographs and films during the Event. Attendees consent to such photography and filming, without compensation. Attendees confirm that ICIS shall be entitled to



use such photographs and videos, which may include visitors, for the purpose of marketing events in the future, for exploitation in any and all media, without liability. No other photography or filming will be permitted at the Event, without ICIS' prior written approval. **22. Attendee Content Release:** As part of the Event, Attendees may have the ability to participate in activities where Attendees create, transmit, share, post, or otherwise distribute (collectively, "<u>Distribute</u>" or "<u>Distributing</u>") materials provided by the Attendee (the "<u>Attendee Content</u>") which may include, but are not limited to messages, text, sound, images, videos, data or other materials originating from the Attendee. Unless otherwise agreed to in writing between the Attendee and ICIS, by distributing any Attendee Content, each Attendee hereby grants to ICIS, its sublicensees, employees, agents, and assignees, a fully paid-up, transferrable, sublicensable, irrevocable right and permission to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Attendee Content, as well as to photograph, film, reproduce, portray and/or otherwise use the name, voice, appearance, photograph, image, likeness, and/or other biographical information of such Attendee in connection with the Event (collectively, "<u>Likeness</u>"), and to use the results and proceeds thereto, without limitation, in materials produced by ICIS in any and all media, in perpetuity. Attendees consent to the use of their Likeness, without compensation and confirms that the ICIS may use their Likeness for marketing purposes in perpetuity.

Should such Attendee Content contain the name, voice, appearance, photograph, image, likeness, and/or other biographical information of any third parties, Attendee represents and warrants that Attendee has obtained the appropriate consents and/or licenses for Attendee's use and that ICIS and its sub-licensees may use them to the extent indicated in these Terms.

Attendee hereby waives any claim to compensation for use of such Attendee Content, including the Likeness. Such Attendee Content may be used by ICIS in any manner or media without notifying Attendee, such as the Event website, publications, promotions, broadcasts, advertisements, and posters, for advertising or other related purposes. Attendee waives any right to inspect or approve the finished materials or any printed or electronic matter that may be used with them.

Attendee releases ICIS and its employees, agents, and assignees, including any firm authorised to publish and/or distribute a finished product containing material produced by ICIS, from any claims, causes of action, damages or liability which Attendee may commence in connection with the use of or relating to the Attendee Content (including, but not limited to, the Likeness). Attendee hereby waives any moral rights or "droits moral" Attendee may have in any materials produced by ICIS which contain any Attendee Content. To the fullest extent permitted by applicable law, ICIS reserves the right to remove, screen or edit any Attendee Content Distributed in connection with the Event at any time and without notice.

**23.** Attendee Content Distributed at Attendee's own risk. Attendee is solely responsible for Distributing Attendee Content and each Attendee represents and warrants that: (1) Attendee is the creator and owner of the Attendee Content or otherwise has the property rights and authority to grant the rights granted herein; (2) the Attendee Content does not and will not (a) infringe, violate, or misappropriate any third-party rights or proprietary rights or (b) defame any other person; and (3) the Attendee Content does not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code. ICIS reserves all rights and remedies against any Attendee who breach these representations and warranties. ICIS assumes no liability for any Attendee Content or for any loss or damage resulting therefrom.

While ICIS uses reasonable security measures in connection with the Event, it does not guarantee the safety of any Attendee Content. To the furthest extent permitted by applicable law, Attendee hereby agrees that ICIS shall not be liable for any unauthorised copying, use or distribution of any Attendee Content by third parties and Attendee releases and forever waives any claims against ICIS for any such unauthorised copying or usage of the Attendee Content. By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Attendee's registration for the Event, Attendee thereby authorises and permits ICIS to share Attendee's personal information, including but not limited to contact information, with such companies, organizations, and entities associated with such code.

**24.** Policies and Procedures: Attendee is required to behave in accordance with the policies and procedures as set forth on the Event website and as may be updated from time to time as well in these Terms (including the Prohibited Activities described below), and/or any time limits, directions and/or prohibitions provided to Attendee by ICIS staff and/or moderators (collectively, the "Event Policies"). ICIS reserves the right to deny entry/access, ban, or remove any Attendee from the Event, or withhold any Materials from Attendee who, in ICIS sole and absolute discretion, behaves or threatens to behave in a manner which is in violation of the Event Policies. The Event Policies apply to EVERYONE accessing the Event. Attendees, sponsors, partners, speakers, guests, professionals, media, and staff are all subject to the Event Policies. By Participating in the Event, Attendee acknowledges and agrees that Attendee has read and agrees to the Event Policies.

**25.** Prohibited Activities: Each Attendee agrees that they shall not violate any applicable law, contract, intellectual property rights or other third-party right, and each Attendee is solely responsible for their own conduct while Participating in the Event or any part of the Event. Attendee shall not participate in any activity, during the Event, which violates or threatens to violate any applicable anti-trust laws. Attendee shall comply with ICIS' anti-trust policy available <u>here.</u> Attendee must not redistribute reproduce or create derivative works from Event content or Event Materials.

Further, each Attendee agrees that they will comply with these Terms, the Event Policies, and will not:

i. create, upload, transmit, distribute, or store any content which is inaccurate, unlawful, infringing, defamatory, obscene, obscene, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable in ICIS' sole discretion;

ii. impersonate any other person or entity or perform any similar fraudulent activities;

iii. make unsolicited offers, advertisements, proposals, or send junk mail to other Attendees in the Event;

iv. harvest or collect the email addresses or other contact information of other Attendees in the Event;

v. defame, harass, abuse, threaten or defraud other Attendees in the Event, or collect, or attempt to collect, personal information about such Attendees without their consent;

vi. remove, circumvent, disable, damage or otherwise interfere with the security of the Event;

vii. interfere with or damage operation of the Event or any Attendee's access to the Event by any means;

viii. access any part of the Event by means of any robot, spider, scraper, crawler or other automated means for any purpose;

ix. violate any time limits provided by ICIS in connection with any part of the Event;

x. interfere with or disrupt the Event or servers or networks connected to the Event, or disobey any requirements, procedures, policies or regulations connected to the Event, including, but not limited to, the directions and prohibitions explained to Attendee by ICIS' staff and/or moderators; and



xi. participate in the Event for any illegal purpose, or in violation of any applicable local or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy and any anti-trust violations.

**26.** License to the Event: The Event is owned and/or operated by ICIS. Unless otherwise indicated, any materials provided hereunder in connection with the Event (excluding any Attendee Content, as defined herein), including, but not limited to, any images, logos, information, content, and other materials displayed or distributed in connection with the Event or any videos created by ICIS of the Event and distributed to Attendee (collectively, the "<u>Materials</u>") are the property of ICIS or its affiliated companies or third-party licensors. Each Attendee is granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Event and the Materials for Attendee's personal use for the duration of the Event. ICIS may terminate this license at any time, without notice. Each Attendee agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes.

ICIS reserves all rights not expressly granted in these Terms. Any use of the Event or the Materials except as specifically authorised in these Terms, without the prior written permission of ICIS is strictly prohibited.

**27. Limitation of Liability**: Nothing in these Terms exclude or limit either party's liability: (i) for death or personal injury caused by its (or its agent's or sub-contractor's) negligence; (ii) for fraud or fraudulent misrepresentation; and (iii) matters that cannot, as a matter of law, be limited or excluded.

Other than as set out above, in no event shall ICIS' aggregate liability together with all of its Affiliates arising out of or related to these Terms exceed the total amount paid by the Attendee for the Event. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Attendees' ability to claim for losses not capable of exclusion by law.

Other than as set out above, in no event will either party have any liability arising out of or related to these Terms for any: (i) loss of profits, business or revenues; (ii) loss of anticipated savings; (iii) loss of goodwill; (iv) business interruption; (v) loss of data; or (vi) for any indirect, special, incidental, consequential, or exemplary damages. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

Subject to the above, although ICIS shall attempt to ensure the integrity of the Event, ICIS reserves the right to modify, suspend, extend or terminate the Event or any part thereof if it determines, in its sole discretion, that the Event or any part thereof are delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical problems, failures, malfunctions or other causes beyond ICIS' control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. In the event the Event is terminated for any reason beyond ICIS' control, ICIS shall not be liable to Attendee in any way and ICIS shall have no further financial obligations to the Attendee.

ICIS is not responsible for the actions of any other Event Attendees in connection with the Event, including any Attendee's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Attendee's interactions with third parties, including other Event Attendees, in connection with the Event, are solely between the Attendee and such third party. The Attendee acknowledges and agrees that, save as outlined in these Terms, ICIS will not be liable for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions.

THE EVENT AND THE SECURITY MEASURES USED BY ICIS TO PROTECT THE EVENT ARE PROVIDED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH EVENT OR SECURITY MEASURES WILL BE FREE FROM DEFECTS; OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS; WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS; OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES.

**28. Data protection:** By submitting a booking form, Attendee agrees that we may share this information, including your contact details, with presenters, sub-contractors, and the designated speakers for the Event and that you may be contacted by them or us in connection with the Event, including up to 2 weeks prior and on the day(s) of Event, to facilitate meeting requests between you and other Attendees. Your personal data will be dealt with in accordance with our Privacy Policy. By registering for this Event, the Attendee agrees to ICIS' Privacy Policy which may be found at <a href="https://risk.lexisnexis.com/group/privacy-policy">https://risk.lexisnexis.com/group/privacy-policy</a>.

**29. Miscellaneous:** All Attendees must read, understand, and agree to the Terms stated herein. Except as set out above, the Attendee agrees that no person who is not a party to these Terms is to have the benefit of or be capable of enforcing these Terms as a result of the Contracts (Rights of Third Parties) Act 1999.

If any court or competent authority finds that any provision of these Terms or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the Attendee irrevocably submits to the non-exclusive jurisdiction of the English courts. If the Attendee is a consumer based outside of England, you may also bring legal proceedings in your local courts.

A reference to writing or written includes e-mail.

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