

Terms and Conditions for Participating in QCon NY, June 13-15, 2023

(Effective April 6, 2023)

1. **What These Terms Cover.** These are the Terms and Conditions that apply when registering, purchasing a ticket, or participating in QCon New York 2023 or its co-located Events or its online events in any capacity. Any reference to “Terms” will be read as reference to these Terms and Conditions. Please read these Terms carefully before registering with us.
2. **Who We Are.** QCon 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”, “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., including all its subsidiaries, affiliates and their respective officers, directors, staff and employees.
3. **To Whom These Terms Apply.** These Terms and Conditions apply to all QCon participants. This includes but is not limited to attendees, speakers, sponsors, volunteers, temps and staff. Any reference to “attendees” or “participants” in these Terms is intended to include all of the beforehand mentioned.
4. **Registration.** Our acceptance of registration will take place when we send you an email to confirm that your registration to the Event has been successful, at which point a contract will be formed between us and you.
5. **Allowing Extra Time in The Morning.** If you purchased an in-person conference pass, please plan to arrive at least 1 hour before the start of the morning keynote to allow us time to issue you a badge and follow required venue safety protocols. Once inside the conference area of the venue, we are providing a light continental breakfast.
6. **COVID-19 Precautions.**
 - a. Face masks at the Event are optional.
 - b. Proof of vaccination, proof of a negative Covid-19 test or temperature checks upon entry are currently not required.
 - c. If you experience any flu-like symptoms and/or test positive for Flu or Covid-19, you may not enter the Event until you test negative.
 - d. We reserve the right to change these policies should such change be advisable.
7. **Face Masks are Optional.** Please bring your own face mask if you would like to wear a face mask throughout the Event.
8. **Additional Health & Safety.** We follow government, venue as well as Event safety guidelines. Should new health guidelines or best practices be different from what is stated in these Terms, we reserve to change the Terms and we will communicate these changes to QCon participants via email as soon as they are put into place. Refusal to follow or comply with any of the QCon health and safety guidelines, will result in an individual being asked to leave the Event without a refund.

9. **Communicable Diseases.** Event participants agree that they are attending QCon at their own risk. At no point shall C4Media be held liable for any illness (real or perceived) to have been contracted from or by attending one of our Events. Furthermore, C4Media, Inc. and its affiliates, agents, directors and their respective personnel will be indemnified from any claims, damages, liabilities, or losses arising from any such claims by participants of any of our Events or co-located Events.

QCon asks you to please use good judgment regarding your overall health when attending our in-person Events. Out of respect to other conference attendees, please do not attend if you have any diseases that can be communicated by close contact. Should a health concern be reported to QCon staff, we allow the right to further investigate the claim and at the discretion of the conference organizers, said participant may be asked to leave the conference without a refund. In addition, please also refer to the paragraphs of these Terms & Conditions that specifically address health issues, the Pandemic and COVID-19.

10. **Cancellations & Refunds.**

- a. Once paid, QCon conference registration fees are not refundable.
- b. At no point shall C4Media, Inc. be held liable for any damages or expenses incurred related to the Event beyond the amount of the original QCon ticket price paid.

11. **No-Risk Purchase & Transfers.** If for some reason you can no longer attend QCon New York 2023, you can still make use of the ticket: You can transfer your QCon New York 2023 ticket to another person until Friday, June 9th, 2023 (The transfer fee is waived for the 1st transfer. Additional transfers are \$50). Email info@qconferences.com to request the transfer. Please see paragraphs 12 and 13 below for notification responsibility.

12. **Ticket Transfer Notification Responsibility.** It is the responsibility of the transfer-giver to make sure that the transfer-recipient receives and agrees to these Terms and Conditions, is fully informed about the requirements of attending QCon New York 2023, including but not limited to COVID-19 and other health-related requirements. Failure of the transfer-recipient being made aware of or agreeing to these Terms and Conditions will not be a reason for a refund.

13. **Buyer's Responsibility to Inform Ticket-Recipient.** If tickets to QCon are purchased by someone else other than the attendee themselves (including but not limited to group ticket purchases), it is the ticket buyer's responsibility to ensure that their ticket-recipients/attendees have received and agree to these Terms and Conditions, including but not limited to any COVID-19 or other health and safety requirements of the Event if they plan to attend in-person. Failure to inform your ticket-recipients/attendees of these Terms will not be a reason for a refund and attendees not complying with these Terms will not be allowed to participate in the Event.

14. **Legacy Transfer Tickets.** If your existing ticket to a QCon which had to be canceled in 2020 or 2021 due to COVID-19, is transferred to a QCon in 2023, this ticket transfer will be final and the ticket may not be transferred again, unless we have to cancel the 2023 event.

15. **Badges Are Non-Replaceable.** QCon is not responsible for the replacement of any lost or stolen badge for the conference and might refuse or be unable to provide a replacement.

16. **Badge Pick-up with Photo ID.** In order to pick up a badge to attend QCon, attendees must present a valid photo identification (ID). Badges have to be picked up in person at the Event and will only be handed to the person identifying themselves as the individual to whom the badge was issued.
17. **Pre-Paid Access Only.** Only participants who have paid for the Event in full will be admitted and receive access credentials.
18. **No Sharing of Badges/ Access Credentials.** Each badge is issued to one specific person upon presentation of a photo ID. Only that person may use the badge for access to the Event. The sharing of access credentials (badges, wristbands, online credentials or similar) 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.
19. **Badges, Wristbands & Event Access.** Only participants who have met all Event access requirements and who have been issued official QCon access credentials for this Event are allowed access into the QCon conference areas or into QCon co-located events. All QCon participants are required to wear their badge in a way that allows for their badge to be legible and visible at all times. In addition to badges, QCon reserves the right to also require QCon-issued wristbands for in-person Event access. Wristbands are waterproof and intended to be worn for all 3 days of the conference. Conference participants violating any part of this policy may be sanctioned or expelled from the conference without a refund at the discretion of the conference organizers. QCon reserves the right to reasonably refuse registration or admission to anyone for any reason.
20. **Real identity.** Participants must use their real identities on all the Event platforms.
21. **Visa, Local Borders and Travel.** Should you need a visa, QCon encourages you to apply for a visa before registering for the Event. QCon cannot be held responsible should a visa or entrance into the country in which QCon is hosted not be granted or should your travel into the country be subject to sanctions or travel restrictions, including but not limited to Covid-19 travel restrictions, quarantines or political sanctions. QCon registrations are non-refundable and we will not be able to refund your ticket for any of the beforehand reasons.
22. **Event Cancellations & Changes.** C4Media reserves the right to relocate, 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 or co-located Event(s), we will use reasonable efforts to reschedule them within eighteen (18) 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, locations and times are subject to change. Under no circumstances will C4Media be held responsible for any expenses that an attendee incurs beyond the cost of the Event ticket itself. Furthermore, C4Media, Inc. and its subsidiaries, affiliates, agents, and their respective officers, directors and personnel will be indemnified and held harmless from any claims, injuries, damages or liabilities including but not limited to loss of profits, loss of business, delays or losses arising from participation or planned participation in the Event. C4Media, Inc. reserves the right to change any and all speakers or instructors without notice.

23. **Technical Issues.** Should a registered attendee encounter individual technical issues (i.e. logging into Slack, the QCon Event App, accessing CQon on-demand videos), we provide a detailed FAQ section as well as limited at-event and online tech support, however, such issues will not be a reason for a refund. We cannot be held accountable for any email gateway or VPN issue (VPNs are the cause of a large portion of the technical issues that we have observed in the past and we encourage attendees to test their Event access before the start of the Event and - if necessary - turn off their VPN). If a registered attendee cannot find their registration confirmation email or credential details, please contact us at info@qconferences.com .
24. **Payment, Taxes and Transaction Fees.** The registration fees for the Event may be subject to taxes which will be noted and displayed during the purchase process. QCon 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 currency amount stated on the event website. If your card is not denominated in the same 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.
25. **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://qconferences.com/code-conduct>.
26. **Our Event Photos.** 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. In-person Events: If you wish to opt out of this policy, please contact our staff at the Event to be issued a different-colored lanyard, so we can respect your preference.
27. **Your Event Photos.** 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 make 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, subsidiaries, agents, and their respective directors, officers and personnel will be indemnified and held harmless from any claims, damages, liabilities, or losses arising from any such claims.

28. **Individual Video Access.** C4Media may offer attendees access to videos of presentations during or 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.
29. **Use of Internet / WIFI.** All participants agree to use the conference-provided internet/WIFI only for purposes that are permitted by law. Participants acknowledge that they understand that their use of the internet will be over an open and unsecured network and the safety and privacy of communications and transactions cannot be guaranteed.
30. **Participant's Own Opinion.** C4Media does not endorse any opinions, statements, recommendations 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, subsidiaries and their respective directors, officers and personnel will be indemnified and held harmless 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) appear to 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.
31. **Liability.** C4Media assumes no responsibility or liability for any loss or damage which might arise as a result of a participant's use of the software platforms, internet, facilities, venue, catering, transportation, video recording services, photography services, general services or similar provided or used at the Event, or for any use of or reliance on any statement made or content displayed on our website or presented as part of the Event. C4Media will not be liable for any loss of profits, loss of business, business interruption, loss of business opportunity, or similar loss, or for any expenses caused by such an occurrence. At no point, shall C4Media's liability exceed the cost of the attendee's conference ticket.
32. **Theft & Loss.** C4Media will not be responsible for loss or theft of any physical property of any kind during in-person Events or co-located Events. If you have lost something during an in-person QCon Event, please talk to our event staff first before contacting the venue/hotel's lost-and-found desk.
33. **Legal Drinking Age, Alcohol, Marijuana and Other Drugs.** C4Media will not assume any responsibility or liability for underage alcohol consumption or the effects or dangers of alcohol, legal drugs or illegal drugs. Anyone attending this Event or co-located Events releases C4Media and its affiliates, agents, subsidiaries and their respective directors, officers and personnel from any and all claims that may arise out of alcohol or drug consumption before, during or after the Event, co-located Events, or the travel to/from the Event or co-located Events.

34. **No Firearms or Weapons.** QCon does not permit attendees to carry any type of firearm inside the Event venue, regardless of whether or not you have a concealed weapons permit. In addition, any other type of weapon is also prohibited, which includes but is not limited to knives, swords, ammunition, explosives, dangerous chemicals or similar items. Any violation of this policy will result in your immediate dismissal from the Event without a refund.
35. **Food Allergies.** Food allergies must be brought to the attention of the conference staff prior to registering to attend any in-person Event. C4Media staff will attempt to accommodate such allergies as is reasonably possible. C4Media will not assume any responsibility to try to accommodate food allergies that have not been fully communicated to us within a reasonable time in advance of the Event. At no point shall C4Media be held liable for any damages as a result of food allergies. Attendees with food allergies attend the in-person Event and/or co-located Events at their own risk. Furthermore, C4Media, Inc. and its affiliates, agents, subsidiaries and their respective directors, officers and personnel shall be held harmless and indemnified from any claims, damages, liabilities, or losses arising from allergies or side-effects caused by food or drink exposure or consumption by any participant during the Event.
36. **Copyrights & Trademarks.** Product and brand names remain the registered trademarks of the respective companies. QCon is a private event of C4Media, and C4Media holds all trademarks and copyrights for the content of the conferences and Events. No use of the QCon or C4Media trademarks is permitted without our prior written approval.
37. **Privacy.** Our privacy notice tells you what to expect when registering for QCon 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>
38. **Non-Solicitation.**
- a. **Contact Information.** Event participants are not permitted to solicit contact information from other Event participants without their explicit consent and explicit opt-in. This includes but is not limited to scanning or photographing badges or capturing attendee online information from apps supporting the Event (including Slack and Zoom) without the participant's explicit consent. We ask that anyone who is witness or subject to unwanted solicitation immediately report such to the conference organizers. Any participant violating this policy will not only themselves be asked to leave the Event immediately without a refund, they personally as well as the company that they work for, will risk being banned from participating in any future C4Media event.
 - b. **Marketing Materials.** Event participants are not permitted to approach other Event participants with marketing information, demos, flyers, surveys, polls or similar – unless this action takes place in a sponsor booth or in a sponsored presentation. If you or your company is interesting in presenting or distributing such materials, please contact sales@c4media.com and we will be happy to assist. We ask that anyone who is witness or subject to unwanted solicitation immediately report such to the conference organizers. Any participant violating this policy will not only themselves be asked to leave the Event immediately without a refund, they personally as well as the company

that they work for, will risk being banned from participating in any future C4Media Event.

39. **Governing Law.** These terms are governed by the laws of Ontario, Canada.
40. **Arbitration.** Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, 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.
41. **Terms Modifications.** We reserve the right to change these Terms and Conditions at any time. Every time you wish to use our site, register with us or log into your account, please check these Terms to ensure you understand the Terms and Conditions that apply at that time.
42. **Severability.** In the event any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will remain in full force.
43. **Contact Us.** If you have questions about the Terms and Conditions and/or would like to contact us, please email us at info@qconferences.com

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