

# QCon Terms

**1. What these terms cover.** These are the terms and conditions which apply when registering and purchasing a ticket for QCon and when attending QCon. Please read these terms carefully before registering with us. Please note these terms and registration for QCon are designed to cover business customers only. QCon does not actively target consumers.

**2. Who we are.** QCon is a trademarked and 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" or "us" also includes and will read as reference to C4Media Inc. and C4 USA Inc. As such, all these terms also apply to and indemnify C4Media Inc., C4 USA Inc. and all its subsidiaries and affiliates.

**3. Registration.** Our acceptance of a registration will take place when we send you an email to confirm your registration has been successful, at which point a contract will be formed between us and the registration fees will become due.

**4. We Do Not Offer Refunds.** Once paid, registration fees for QCon are non-refundable (except as otherwise provided in these terms).

**5. Registration Transfers.** If a registrant can no longer attend QCon, he/she may contact us and request to transfer his/her registration to another person. Transfer requests can be submitted up until two (2) weeks before the relevant QCon. QCon staff will formally transfer the entire registration and will issue a badge in the new name. It is not possible to transfer a registration to another QCon in a different city.

**6. Badge-Sharing is Not Allowed.** It is prohibited for attendees to share badges/registrations. Conference participants violating this policy may be sanctioned or expelled from the conference without a refund at the discretion of the conference organizers (booth passes issued to exhibitors are exempt from this policy).

**7. Badges Are Non-Replaceable.** Badges are non-replaceable. QCon is not responsible for replacement of any lost or stolen badges.

**8. Bring your ID.** Prepaid badges can be picked up from the QCon registration table at the conference location (badges are sorted by FIRST name). In order to pick up a badge, attendees must present a valid photo-identification (ID). Badges have to be picked up in person and will only be handed to the person identifying him-or herself as the individual to whom the badge was issued.

**9. Pre-Paid Access Only.** Only badges/registrations that have been paid in full will be available for pick up. Only participants who have paid for the conference in full will be admitted. Last-minute credit card payments can be processed on-site.

**10. Limited Conference Access.** Only participants with valid, QCon-issued badges are allowed access into the QCon conference areas or into QCon social events (on-and off-site). Participants with exhibit-only access are not allowed into sessions. Participants with limited-access passes (i.e. limited to specific locations and/or duration) may only access QCon according to the pass limitations. All QCon participants are required to wear their badges for the duration of QCon in a way that allows for their badge to be legible and visible at all times. 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. If QCon cancels a registration for a reason which is not attributable to the registrant, we will provide a full refund.

**11. International Visa.** QCon encourages you to apply for a visa (if you need one) BEFORE registering for a QCon. Please email us at the email addresses below to request a visa invitation letter to assist you in this process. QCon registrations are non-refundable and we will not refund your registration fee if your visa application is turned down. In addition, QCon cannot be held responsible should access to the country in which QCon is hosted not be granted to you by local border authorities.

**12. Workshop Access Only if Paid & on Class List.** QCon workshops (formerly called “tutorials”) are considered a separate purchase from a QCon conference pass (even if the payment was made as part of a 4-day or 5-day ticket bundle). As such, workshop access is only granted if it has specifically been paid for. All workshops are subject to class-pre-registration (which generally opens 8 weeks before the conference). All workshop attendees are required to register for the specific workshop(s) that they are planning to attend. Only if an attendee is on the class list for a specific workshop, will he or she be granted access to that classroom on the day of the workshop. Registration to specific workshops is on a first-come, first-serve basis. Some workshops have class-size limitations and hence sell-out. Should that happen, you will be asked to select a different workshop. This will not be a reason for you to receive a workshop refund. **The term “Workshop” includes classes, tutorials and trainings.**

**13. Late Arrival for Workshops Can Mean That You Lose Your Seat.** We sometimes have a waitlist for a specific workshop. Should you be registered for a waitlisted workshop and you arrive more than 15 minutes late to said class (workshop), we reserve the right to re-assign your seat to someone from the waitlist. If this happens to you, upon arrival at the conference, you may be asked to select a new workshop, based on seat-availability. Late arrival and subsequent re-assignment of workshop and/or seat, will not be considered a valid reason to request a refund. **The term “Workshop” includes classes, tutorials and trainings.**

**14. Change & Cancellation of Workshops.** While it rarely happens, workshops sometimes have to be cancelled, a different instructor has to be assigned to a specific workshop, or content has to be altered, by us or instructors to match audience level/needs. Any modification to workshops will not constitute a valid reason for a refund of the workshop fee or entitle the attendee to any compensation or reimbursement of any related or associated costs, fees, penalties or losses that he or she might have incurred or incur in the future. In the event of cancellation of a workshop, QCon staff will notify the registered attendees immediately and if applicable, ask for a different workshop to be selected from our offering. **The term “Workshop” includes classes, tutorials and trainings.**

**15. Event Cancellations & Changes.** We reserve the right to cancel, postpone or relocate one or multiple QCon conferences or social events or any other C4Media event at our sole discretion. If we cancel or postpone the conference, we will use reasonable efforts to reschedule it within eighteen (18) months from its original start date. The rescheduled event may not be in the same location/ same city. Registration fees paid by registrants for a cancelled or postponed conference shall be applicable to the rescheduled conference on a dollar for dollar basis only. In the event that we are not able to reschedule the cancelled conference, registrants will be offered a refund. If the rescheduled QCon is in a different location and registrants are unable to attend, we will evaluate on a case by case basis. Our liability is limited to a refund of registration fees already paid in the event of a cancelled or rescheduled QCon. QCon is not responsible for incurred expenses such as - but not limited to - airline tickets, hotel costs, other tickets or payments, or any related or associated costs,

fees, penalties, losses or expenses registrants may incur or have incurred as a result of any trip cancellations or changes. Conference dates and locations are subject to change. QCon reserves the right to change any and all speakers or instructors without notice.

**16. Payment Information.** Only participants who have paid for the conference in full will be admitted (see “ Badge Pick-up and Pre-Payment” section of this document). The registration fees are subject to taxes as applicable and stated. QCon complies with all local tax filings and regulations. It is the registrant’s responsibility to comply with his/her own respective tax laws. We accept Paypal, and major credit cards. You may pay online or contact us to request pay-by-phone or invoice payment. A payment charged to your credit card or Paypal account is processed in U.S. funds. If the price shown is denominated in a currency other than US\$, it will be processed at the then posted foreign currency exchange rate. We are not responsible for any discrepancies between bank exchange rates, bank card exchange rates, foreign bank transaction fees, internet posted exchange rates, etc. Checks & Money Orders are not currently accepted online.

**17. Code of Conduct.** We expect all participants to follow our Code of Conduct to ensure that all QCon participants can enjoy a safe and productive conference environment. [Read full code of conduct.](#)

**18a. Photography & Video of You.** Throughout the event, you will see photographers and videographers capturing and documenting QCon. It's possible that you will appear in some of those photos/videos, which are used for future marketing, as discussed below. We also encourage attendees to share their conference experiences via their own photos on social media. If you have any concerns, please speak directly with any photographer.

By participating in QCon, you hereby grant QCon 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 or its attendees for the purpose of illustrating, advertising and promoting QCon. 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 QCon from all claims and liability relating to the use of your name, likeness, photograph, image or statement. QCon 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 QCon.

**18b. Photography & Video of Us.** If you like, you may take your own still photos during QCon and share them on social media. You are not permitted to record or otherwise take your own video of sessions, presentations, keynotes, workshops, labs and share the video - regardless of whether the recording or video is shared online, offline, live or archived. Conference participants violating this policy may be sanctioned or expelled from the conference without a refund at the discretion of the conference organizers. If you take still photos and post them on social media, please adhere to the following guidelines: (i) 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; (ii) do not post material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, derogatory, or libelous; and (iii) do not post material that is unlawful, in violation of, or contrary to the laws or regulations in any state.

**18c. Early Access Videos.** QCon offers attendees early access to videos of presentations hosted on <http://www.infoq.com>. These videos are meant for personal viewing by QCon attendees only and downloading of the videos is not permitted or supported. Videos may

only be shared with a 3rd-party using the "share with a friend" feature that the video page offers. QCon reserves the right to block any user's account who does not adhere to these rules.

**19. 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. Bandwidth provided will accommodate general email, but it will not support downloading heavy files or streaming video.

**20. Speaker's Own Opinion.** QCon do not endorse any opinions, statements or presentations made by speakers, sponsors, attendees, guests or other participants of the conference. These statements solely reflect the opinion of the respective speaker. QCon cannot be held liable or responsible for these statements. However, if statements made by a speaker violate QCon's Code of Conduct (see below), we request that our staff be immediately notified so that this can be addressed and necessary steps can be taken per our policy.

**21. Volunteers & Temps.** QCon relies on the help of some volunteers and temps to host the conference. Volunteers and temporary staff are not employees or staff of QCon. As such, QCon cannot be held responsible for their actions, beliefs or statements. However, if you hear any inappropriate statements or see inappropriate behaviour, please bring it immediately to the attention of the QCon staff at the info booth/ registration desk.

**22. Liability.** QCon assumes no responsibility or liability for any loss or damage which arise as a result of any use of the facilities or services provided at QCon, or for any use of or reliance on any content displayed on our website. This includes - but is not limited to - the main conference venue, possible off-site QCon-related events, suppliers, vendors, exhibitors, sponsors, speakers, guests, volunteers, staff, other participants, hotels and transportation services. In particular, QCon will not be liable for any loss of profits, loss of business, business interruption, or loss of business opportunity, or for any delays caused by an event outside of our control. QCon does not exclude or limit our liability where it would be unlawful to do so, including for any death or personal injury caused by our negligence.

**23. Theft & Loss.** QCon will not be responsible for loss or theft of your property of any kind during the QCon. This includes but is not limited to items left unattended in hotel rooms, at exhibitor tables, personal items left in session rooms or workshop rooms or coats and jackets left on coat racks. Please ensure you keep personal belongings with you at all time. However, should you have lost an item, please check with the QCon info booth in case your item has been turned in.

**24. Legal Drinking Age & Alcohol Consumption.** By attending QCon, you confirm that you are of minimum legal drinking age in the location of the QCon. C4Media and QCon will not assume any responsibility or liability for under-age alcohol consumption or the effects of alcohol consumption in general. Anyone attending this conference releases QCon, C4Media Inc. and C4 USA Inc. from any and all claims that may arise out of alcohol consumption at this conference, at conference-related events or the travel to/from the conference.

**25. Food Allergies.** Severe food allergies must be brought to the attention of the conference staff PRIOR to registering to attend QCon (see email address on the bottom). QCon staff will attempt to accommodate such allergies as reasonably possible. Food allergies that are brought to the attention of conference staff AFTER the purchase of a QCon conference ticket will be accommodated if reasonably possible, but will under no

circumstance be a reason for a refund of the conference ticket. QCon will not assume any responsibility to accommodate severe food allergies where such allergies have not been fully communicated to QCon within a reasonable time in advance of the QCon event.

**26. Communicable Diseases.** QCon asks you to please use good judgment regarding your overall health when attending our conference. Out of respect to other conference attendees, please do not attend if you have any diseases that can be communicated by close contact - such as is present in any conference environment. 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.

**27. Emergencies.** In case of an emergency during the conference or during an off-site conference-related event, please follow the instructions from venue staff and venue announcements.

**28. Copyrights & Trademarks.** Product and brand names remain the registered trademarks of the respective companies. QCon is a private event of C4Media., and C4 Media holds all trademarks and copyrights for the content of the conference. No use of the QCon or C4 Media trademarks is permitted without our prior written approval.

**29. Privacy.** We do not sell, trade or rent your information to other parties unless we have first obtained your consent. Your personal information will be used only by the C4Media-owned websites and conferences, which currently include only QCon and InfoQ. Examples of how we use your information internally include conference updates and discounts, solicit your feedback, provide you with early access to conference videos, resolve accounting issues, resolve hotel room block questions or to determine popularity of a topic or speaker. Should you personally volunteer your information to a QCon sponsor or exhibitor (i.e. by allowing your badge to be scanned), you are agreeing to be contacted by that specific sponsor/exhibitor. QCon does not give sponsors/exhibitors access to our attendee list. By using our site and registering/attending QCon, you consent to such processing and you warrant that all data provided by you is accurate. Link to our Privacy Notice: <https://qconferences.com/qcon-privacy-notice.pdf>

**30. Badge Scanning.** QCon conference badges include an NFC chip that can only be read by touching one of the custom QCon NFC readers (“voting boxes”) used for presentation exit polling or by touching a QCon-owned android lead scanning device with custom software, used by an exhibitor. The information encoded on the NFC chip includes your name, title, company and contact information. Your participation in our exit polling - by touching your NFC chip to the “voting box” near the session room exits - is crucial in providing us with feedback regarding the presentation. We use your votes to improve our conference content through mostly quantitative means, but on occasion also by reaching out to you for additional qualitative feedback - should you wish to share it.

C4Media (which owns QCon) may also use your votes to keep you informed of relevant C4Media content and C4Media conferences. However, C4Media does not disclose information collected through NFC scanning to outside parties and does not use it to track attendance or use it before/ after/ outside the conference itself. We are required to disclose your registration information if we are asked by the law or the courts to do so.

**31. Third parties.** These terms are between us and the business registrant and no other person shall have any rights to enforce any of its terms.

**32. Governing Law.** These terms are governed by the laws of Ontario, Canada.

**33. 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 or 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, as mandated by Section 32 herein, 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.

**34. Policy Modifications.** We reserve the right to change these QCon 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.

**35. Contact Us.** If you have questions about the QCon Terms of Participation and/or would like to contact us, please email us at [logistics@c4media.com](mailto:logistics@c4media.com)

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