

Terms and Conditions for QCon San Francisco, October 24-28, 2022 (Rev 2)

1. **What These Terms Cover.** These are the Terms and Conditions that apply when registering, purchasing a ticket, or participating in QCon San Francisco or its co-located 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. **COVID-19 Testing & Vaccination.** While there are currently no Covid-19 vaccination or Covid-19 testing requirements to participate in the Event, QCon will meet or exceed government and venue Covid-19 safety guidelines that will be in effect at the time of the Event. This includes but is not limited to potentially requiring negative Covid-19 tests before and/or during the Event and/or requiring full Covid-19 vaccination should the government or the venue require such at the time of the Event. These government and/or venue guidelines will be communicated to participants via email before the Event.

No Risk if Covid-19 Vaccination Policy Changes. Currently, neither the government nor the venue requires Covid-19 vaccinations as a prerequisite of attending a conference like QCon. Any attendee purchasing a QCon San Francisco 2022 ticket under these current Terms and Conditions (which do not require Covid-19 vaccinations to attend) has the option to exchange their QCon SF 2022 ticket for a future QCon within 18 months of QCon SF 2022 or receive a full refund of the QCon SF 2022 ticket price paid, should the government or the venue require Covid-19 vaccinations as a prerequisite of attending the Event and the attendee cannot or chooses not to comply with the added Covid-19 vaccination requirement. This refund or exchange policy is only applicable to this very specific use case described within this paragraph 5.) of these Terms and Conditions and is not applicable to any other use case or situation.

Any attendee not complying with the health and safety requirements in place at the time of the Event, will be asked to leave the Event without a refund.

6. **Face Masks & Temperature Checks.** While masks and temperature checks are currently not required to attend the Event, guidelines keep changing and masks and/or

temperature checks might be required at the time that the Event takes place. Should masks and/or temperature checks become a requirement of entering the Event, you will be notified via email and you are hereby agreeing to comply. Non-compliance will result in Event access being denied without a refund.

7. **Communicable Diseases.** QCon asks you to please use good judgment regarding your overall health when attending our in-person Events and co-located 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. 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 or co-located Events. Attendees agree to participate at the Events at their own risk. Furthermore, C4Media, Inc. and its affiliates, subsidiaries, agents, and their respective officers, directors and personnel will be indemnified and held harmless from any claims, damages, liabilities, or losses arising from any such claims by participants of any of our Events or co-located Events.
8. **Health & Safety Compliance.** Refusal to follow or comply with any of the QCon health guidelines will result in an individual being asked to leave the event without a refund.
9. **Non-Refundable.** Once paid, registration fees are not refundable.
10. **No-Risk Purchase.** If for some reason you can no longer attend QCon San Francisco 2022, you have 2 options to still make use of the ticket:
 - a. **Transfer.** You can transfer your QCon San Francisco 2022 ticket to another person until Friday, October 21st, 2022 (transfer fee is waived). Email payments@qconsf.com to request the transfer. Please see paragraph 13 below for notification responsibility.
 - b. **Exchange.** You can exchange your QCon San Francisco 2022 ticket for a QCon Plus November 2022 ticket (online conference), as long as you did not pick up your QCon San Francisco 2022 badge by noon on Wednesday, October 26th, 2022. The Exchange is a 1:1 exchange. Email payments@qconsf.com before noon (PST) on Wednesday, October 26th, 2022 to request the exchange.
11. **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, is fully informed about the requirements of attending QCon San Francisco 2022, 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.
12. **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 buyer's responsibility to ensure that their ticket-recipients/attendees have received these Terms, that ticket-recipients agree with

these Terms and that they are prepared for the Event, including but not limited to Covid-19 and other health-related requirements. Failure to inform your ticket-recipients/attendees of these Terms will not be a reason for a refund and attendees not complying will not be allowed to participate in the Event.

13. **Legacy Transfer Tickets.** If your existing ticket to a QCon which had to be cancelled in 2020 or 2021 due to COVID-19, is transferred to a QCon or QCon Plus in 2022, this ticket transfer will be final and the ticket may not be transferred again unless we have to cancel the 2022 event.
14. **Badges Are Non-Replaceable.** QCon is not responsible for the replacement of any lost or stolen badge.
15. **Badge Pick-up with Photo ID.** In order to pick up a badge, 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.
16. **No Sharing of Badges.** 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.
17. **Pre-Paid Access Only.** Only participants who have paid for the Event in full will be admitted and receive access credentials.
18. **Badges & Event Access.** Only participants who have met all Event access requirements and who have been issued an official QCon badge 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 badges for the duration of QCon 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 Event access. 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.
19. **Visa, Local Borders and Travel.** Should you need a visa, QCon encourages you to apply for one 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 travel restrictions, including but not limited to Covid-19 travel restrictions or quarantines. If you require an invitation letter from us for your visa application, please email us at info@qconsf.com. QCon registrations are non-refundable and we will not be able to refund your ticket for any of the beforehand reasons.
20. **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 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.

21. **Payment.** The registration fees 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.
22. **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>.
23. **Our Event Photos.** By participating in the Event or co-located Events, 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 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. 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.
24. **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.

25. **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.
26. **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.
27. **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, 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) 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.
28. **Liability.** C4Media assumes no responsibility or liability for any loss or damage which arises as a result of a participant's use of the software platforms, facilities, venue, catering, services or similar provided 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, or loss of business opportunity, or similar loss, or for any delays caused by such an occurrence.
29. **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.
30. **Legal Drinking Age, Alcohol & Marijuana.** C4Media will not assume any responsibility or liability for underage alcohol consumption or the effects or dangers of alcohol or marijuana consumption in general. 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 marijuana consumption before, during or after the Event, co-located Events, or the travel to/from the Event or co-located Events.

31. **Food Allergies.** Severe 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 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 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.
32. **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.
33. **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>
34. **Governing Law.** These terms are governed by the laws of Ontario, Canada.
35. **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.
36. **Terms Modifications.** We reserve the right to change these Terms at any time. Every time you wish to use our site or register with us or log into your account, please check these terms to ensure you understand the Terms that apply at that time.
37. **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.
38. **Contact Us.** If you have questions about the Terms and/or would like to contact us, please email us at info@qconferences.com

*Effective January 26, 2022
Revised April 11, 2022 (Rev 1)
Revised April 15, 2022 (Rev 2)*