

## C4Media, Inc. Terms & Conditions for Sponsors of QCon Plus, Nov 2022

**1. What these terms cover.** These are the terms and conditions that apply when sponsoring QCon Plus in November, 2022.

**2. Who we are.** QCon Plus is trademarked and a wholly-owned brand of C4Media Inc., located in Toronto, Canada at #705-2267 Lake Shore Blvd W, Toronto, ON, Canada, M8V 3X2. In these terms, any reference to “QCon Plus”, “QCon”, “we”, “us”, “C4Media”, or the “Event” also includes and will be read as a reference to C4Media Inc. and its subsidiaries. As such, all these terms also apply to and indemnify C4Media Inc., and all its subsidiaries and affiliates.

**3. Sponsor Contract.** Your acceptance of our Terms & Conditions will take place when you sign a sponsorship contract (insertion order) with us for QCon Plus for November, 2022.

**4. Real identity.** Participants and sponsors must use their real identities on all the Event platforms.

**5. Access credentials are individual.** Event participants receive individual access credentials, so that sponsors can determine their identity. Sponsors who attend QCon Plus as an attendee with a full conference pass, fall under the same requirement. However, some of the designated sponsor tools and sponsor applications (i.e. chat bots) that are integrated into the QCon Plus experience, might allow credential-sharing among employees of the same sponsor company. We will share detailed instructions before the Event.

**6. Privacy.** Our privacy notice tells an attendee what to expect when registering for QCon, QCon Plus 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 C4Media, Inc. Read the full privacy notice at <https://qconferences.com/privacy-notice>

As such, before being able to access any specific online Event sponsor assets - including white papers or attending a sponsored speaking session - attendees are asked to opt-in and to consent to communications from the sponsor. Sponsor leads are unique and are not shared with other sponsors. In-person Events also require explicit opt-in by attendees to consent to communications by sponsors. This typically happens when an attendee opts into their badge being scanned by a sponsor (electronic or physical badge).

Sponsors will promptly receive their leads post-event from us. The lead report will only include attendees who have explicitly opted-in to be contacted by the sponsor. At no point, are sponsors permitted to contact any attendees who have not provided an explicit opt-in. Violating this policy will be interpreted as a breach of this contract as well as a breach of GDPR and privacy laws and could result in legal action against the sponsor.

**7. Pre-Paid Access Only.** Only sponsors who have paid their sponsorship in full prior to the Event will be admitted, receive access credentials and lead reports.

**8. Event Cancellations, Changes & Refunds.** C4Media reserves the right to cancel or postpone the Event and/or co-located Events in their entirety or in parts at our sole discretion. If we cancel or postpone the online portion of the QCon Plus Event, we will use reasonable efforts to reschedule it within six (6)

months from the original start date. Sponsorship fees for the online portion of a canceled or postponed QCon Plus Event shall be applicable to the rescheduled Event and will be considered paid in full for the equivalent sponsorship. In the event that we are not able to reschedule the online portion of QCon Plus, sponsors will be offered a refund.

Event dates and times are subject to change. C4Media 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 sponsors may incur or have incurred as a result of preparing for the event or any trip cancellations or changes.

Under no circumstances will C4Media be held responsible for any expenses that a sponsor incurs beyond the cost of the sponsorship price itself. Furthermore, C4Media, Inc. and its affiliates, agents, and their respective personnel will be indemnified from any claims, injuries, damages or liabilities including but not limited to loss of profits, loss of business, delays or losses arising from participation in the Event. C4Media, Inc. reserves the right to change any and all speakers or instructors without notice.

**9. Liability.** C4Media assumes no responsibility or liability for any loss or damage which arise as a result of any use of the Event software platforms, facilities, venues 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 – content or information displayed on the Event website or information provided by C4Media staff or other Event participants. In particular, C4Media 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.

**10. Insurance.** The Sponsor is required to carry adequate liability coverage for the duration of QCon Plus. We reserve the right to ask for proof of insurance.

**11. Technical Issues.** It is the sponsor's and the sponsor representative's (speakers, virtual booth staff, etc.) responsibility to have a computer system that is compatible with the software platforms that the Event is using. We recommend participating in the Event from a laptop or desktop and not from any mobile device or tablet and we do not have control over or take any responsibility for technical issues that the individual sponsor may encounter. We provide thorough pre-event rehearsals, pre-event technical instructions and a pre-session "green rooms" to prevent individual technical issues and - should they occur - to trouble-shoot these early.

Should a sponsor or their representative encounter individual technical issues during the Event - including, but not limited to no or slow internet connections, headphone issues, VPN issues, virtual camera issues - we will do our best to help trouble-shoot these issues but under no condition will these be a reason for a refund.

We cannot be held accountable for any email gateway issue or SPAM filters. If a sponsor or their representative cannot find their registration confirmation email or credential details, please contact us at [info@qconferences.com](mailto:info@qconferences.com).

In the case of significant downtime of any of the software platforms that we are using to host the Event and that affect all participants, we reserve the right to cancel or postpone in accordance with these terms and conditions.

**12. Payment.** The sponsorship fees may be subject to taxes which will be noted and displayed during the sponsor contract signing process. QCon Plus complies with all local tax filings and regulations. It is the sponsor's responsibility to comply with their own respective tax laws. A payment charged to a sponsor's credit card or PayPal account is processed directly by us in the USD amount stated on the sponsorship contract. If your card is not denominated in USD currency, your bank will process the charge at their foreign currency exchange rate. Additionally, the event charge is generated from Canada (see the "Who we are" section of this document), which means that customers outside Canada might incur a foreign transaction fee from their issuing bank. C4Media does not control nor collect these fees, therefore we are not responsible for any discrepancies resulting from charges including bank exchange rates, bank card exchange rates, foreign bank transaction fees, or internet posted exchange rates.

**13. Code of Conduct.** We expect that all participants, including sponsors, follow our Code of Conduct to ensure that all Event participants can enjoy a safe and productive environment. Please read our code of conduct at <https://plus.qconferences.com/code-conduct>.

**14. Photography & Video of You.** By participating in the Event, you hereby grant C4Media the exclusive and unlimited right to use, reuse, publicly display, publish and/or re-publish, in any manner or medium, now or later developed, your name, likeness, and any and all video, photographic or other images of you taken by or on behalf of QCon or QCon Plus or its participants for the purpose of hosting, 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.

**15. Photography & Video of Us.** If you like, you may take your own still-photos/screenshots during the Event and share them on social media. You are not permitted to record or otherwise take your own video of any session. If your company would like to purchase a professionally edited copy of your QCon Plus session(s), please contact your QCon sales person. If you take still photos or screenshots and post them on social media, please do not post material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes infringement. At no point shall C4Media be held liable for any perceived damages as a result of Event attendees violating this policy. C4Media, Inc. and its affiliates, agents, and their respective personnel will be indemnified from any claims, damages, liabilities, or losses arising from any such claims.

**16. Participant's Own Opinion.** C4Media does not endorse any opinions, statements, or presentations made by speakers, sponsors, attendees, guests, or other participants of the Event or co-located Events. Any such statements shall be interpreted solely as the opinion of the individual and not the opinion of C4Media. At no point shall C4Media be held liable for any real or perceived damages as a result of a statement (verbal or written) made related to an Event. Furthermore, C4Media, Inc. and its affiliates, agents, and their respective personnel will be indemnified from any claims, damages, liabilities, or losses arising from statements or expressions of opinion made by any participant of the Event. 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.

**17. Copyrights & Trademarks.** Product and brand names remain the registered trademarks of the respective companies. QCon and QCon Plus are private events of C4Media., and C4Media holds all trademarks and copyrights for the content of the conferences and Events. No use of the QCon, QCon Plus, or C4Media trademarks is permitted without our prior written approval.

**18. Precedence.** Should a situation arise where any aspect of the C4Media sponsorship insertion order or these C4Media associated Terms & Conditions contradict any aspect of the sponsor's or advertiser's own terms & conditions, C4Media's terms will take precedence.

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

**20. Arbitration.** Any dispute, controversy, or claim arising out of or relating to these terms, including any question regarding its existence, interpretation, validity, breach, or termination of the business relationship created by it shall be referred to and finally resolved by arbitration before the International Centre for Dispute Resolution (“ICDR”) or the International Chamber of Commerce (“ICC”). That arbitration and all pre-arbitration matters shall be in the English language, and shall be governed by Canadian law, and carried out pursuant to the ICDR Canadian Dispute Resolution Rules and Procedures or the ICC Rules of Arbitration, as appropriate. The place of the arbitration shall be Toronto, Canada.

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

*Revision: Effective August 1<sup>st</sup>, 2022*