

C4Media, Inc. Terms & Conditions for Sponsors of QCon San Francisco 2023

1. **What these terms cover.** These are the terms and conditions that apply when sponsoring QCon San Francisco 2023.
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 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. **To Whom These Terms Apply:** These Terms and Conditions apply to all QCon San Francisco 2023 sponsors, including the sponsor’s representatives, staff, employees, hired contractors, agency representatives, 3rd party persons providing booth set-up and tear-down assistance or anyone representing or assisting the sponsor who plans to enter the conference venue.
4. **Sponsor Contract:** Your acceptance of our Terms & Conditions will take place when you sign a sponsorship contract (insertion order) with us for QCon San Francisco, 2023.
5. **Allowing Extra Time in The Morning:** Please plan to arrive at least 1 hour before you plan to set up your booth to allow us time to issue badges and – if necessary - check everyone’s Covid-19 vaccination or testing status. Once inside the venue, we are providing a light continental breakfast.
6. **COVID-19 Precautions (in-person ticket).**
 - 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 (in-person ticket).** Please bring your own face mask if you would like to wear a face mask throughout the Event.
8. **Additional Health & Safety (in-person ticket).** 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.** The sponsor and their representatives 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, 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. **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 any sponsorship refund.
11. **Buyer's Responsibility to Inform Booth Staff, Speakers & Contractors.** It is the sponsorship buyer's responsibility to ensure that their representatives including staff, employees, speakers, hired contractors, booth staff, agency representatives, 3rd party persons providing booth set-up and tear-down assistance or anyone representing or assisting the sponsor and who plans to enter the conference venue, have received these Terms and have agreed to comply with these terms. Failure to inform your representatives of these Terms (including but not limited to the vaccination requirements and to wear a mask) will not be a reason for a refund and any of your representatives not complying with these Terms will not be allowed to enter the venue or participate in the Event.
12. **Badges Are Non-Replaceable.** QCon is not responsible for the replacement of any lost or stolen badge or wristband.
13. **Badge Pick-up with Photo ID.** In order to pick up a badge, participants must 1) have a valid Event registration that is fully paid, 2) have met all health requirements for entry as stated in paragraphs 5-12, and 3) 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.
14. **Two Booth Passes Per Sponsor:** To allow for more social distancing and less crowding, QCon will issue only two (2) booth passes for each sponsorship. These two sponsor representatives will need to submit their contact information (*) to us no later than Friday, Sept 15, 2023. These 2 booth passes are unique to each person and each person is expected to work the booth for the duration of QCon. We will not be able to accommodate badge swapping, sharing, exchanges, or additional booth passes. (* First name, last name, company, city & country, email, cell phone number).
15. **Registering your Sponsor Staff.** We will need full contact information (*) from all sponsor representatives who will be required to enter the venue (for booth duty, to deliver a

presentation, to attend, to set-up/tear-down the booth) no later than Friday, Sept 15, 2023 (* First name, last name, company, city & country, email, cell phone number).

16. **Credentials for Sponsor Staff.** All event participants will be required to have individual event access credentials. This includes all sponsor staff, including but not limited to sponsor booth staff, sponsor speakers and sponsor-hired 3-rd party booth set-up/ tear-down help. 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. **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.
18. **Cell Phones Required.** It is the sponsor's and the sponsor representative's (speakers, booth staff, etc.) responsibility to own and bring cell phones that are in working condition to QCon and to be able to scan QR codes and bar codes with these phones. The QCon lead scanning app works on both iPhone and Android and we will send out instructions regarding how to install our lead scanning app before the event. Should your booth staff encounter technical issues related to their own phones, we will do our best to help trouble-shoot these issues but under no condition will these be a reason for a refund.
19. **Insurance Required.** Each Sponsor is required to carry a minimum of a USD 2,000,000 liability coverage for the duration of QCon, including the set-up day (Sunday, October 1st, 2023 until Wednesday, October 4th, 2023). C4Media, Inc. as well as the conference venue (Hyatt Regency San Francisco) need to be added to the policy as additional insured. We reserve the right to ask for proof of insurance by Friday, September 15th, 2023.
20. **Visa, Local Borders and Travel.** Should any of your staff need a visa, QCon encourages you to apply for one early. 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. Not being allowed to gain entry into the US or the venue for regulatory, government, legal, medical or COVID-related reasons will not be a reason for a refund.
21. **Real identity.** Participants and sponsors must use their real identities on all the Event platforms.
22. **Privacy & Lead Collection.** Our privacy notice tells an attendee what to expect when registering for QCon and how we collect, use and share personal information. It explains how we use personal data and attendees' 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, attendees need to explicitly opt-in and to consent to communications from each sponsor individually. Sponsor leads are unique and are not shared with other sponsors. For an in-person event such as QCon, the opt-in happens when an attendee agrees to have their badge scanned by a 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.

Sponsors may only scan attendee badges in their respective booth. It is not permitted for sponsors to approach attendees for badge scanning outside of their booth (including but not limited to general sessions and food and beverage areas).

If a sponsor has a sponsored speaking session, it is not permitted to make badge scanning a requirement for entering or leaving the session room or to make it appear to attendees as if it is required. However, the sponsor may collect leads inside the session room on a voluntary, opt-in basis during, right before, and right after the sponsored speaking session.

Should QCon provide electronic platforms for attendees to connect before/during/after the Event (including but not limited to Slack or an Event App), it is prohibited for a sponsor to use such platforms to contact attendees without collecting their explicit opt-in permission. An attendee's mere participation on such platforms may not be interpreted as an opt-in.

Sponsors will receive access to their leads during or immediately after the event. The lead report will only include attendees who have explicitly opted-in to be contacted by that specific sponsor.

If sponsor is not GDPR-compliant, GDPR leads will be withheld.

23. **Pre-Paid Access Only.** Only sponsors who have paid their sponsorship in full prior to the Event will be allowed to set-up, be admitted and receive access credentials and lead reports.
24. **Event Cancellations, Changes & Refunds.** C4Media reserves the right to cancel or postpone QCon San Francisco 2023 in its entirety or in parts at our sole discretion. If we cancel or postpone the Event, we will use reasonable efforts to reschedule it within eighteen (18) months from the original start date. Sponsorship fees of a canceled or postponed QCon 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 QCon San Francisco 2023, sponsors will be offered a refund.

Event 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 any trip cancellations or changes. C4Media, Inc. reserves the right to change any and all speakers or instructors without notice. Under no circumstances will C4Media be held responsible for any expenses that a sponsor incurs beyond the cost of the sponsorship price itself.

25. **Indemnification.** Sponsor will indemnify C4Media, Inc. and its subsidiaries, affiliates, agents, directors, officers and their respective personnel against any damages, losses, costs, or liabilities

arising out of or related to third party claims or the corresponding losses resulting from the breach of this Agreement or otherwise by Sponsor or any contractors or agencies hired or engaged by Sponsor in connection with this Agreement.

26. **Limitation of Liability.** Neither party will be liable under this Agreement for: (i) any special, indirect, incidental, exemplary, punitive, or consequential damages in connection with this Agreement, whether arising out of breach of contract, tort including negligence, or otherwise, regardless of whether such damages were foreseeable and regardless of whether the possibility of such damages was disclosed in advance; or (ii) lost profits, business, revenue, opportunities or customers; business interruptions; loss of or damage to data; cost of replacement products or services; or loss of or damage to reputation or goodwill. C4Media's liability for any damages in connection with this Agreement, including any damages paid in connection with any indemnification obligations, shall not exceed, in aggregate the total sponsorship fee that sponsor paid for participating in QCon San Francisco 2023.

C4Media, Inc. and its subsidiaries, affiliates, agents, directors, officers and their respective personnel assume no responsibility or liability for any loss or damage which might arise as a result of any use of Event software platforms provided as part of QCon or for any use of or reliance on any content displayed on C4Media's websites or event software platforms. Furthermore, 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 any event outside of our control.

27. **Theft & Loss.** C4Media will not be responsible for any damage, loss or theft of any physical property of any kind related to attending or sponsoring QCon. In most venues it is not possible for us to securely lock up sponsor property and to completely protect it from damage or theft.
28. **Taxes and Fees.** The sponsorship fees may be subject to taxes which will be noted and displayed during the sponsor contract signing process. QCon 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.
29. **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. For the full Code of Conduct, please visit <https://qconferences.com/code-conduct>
30. **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 participants for the purpose of illustrating, advertising and promoting the Event. You understand that 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.

31. **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 take your own video of any session/presentation. 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 participants 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.
32. **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.
33. **Participant's Own Opinion.** C4Media does not endorse any opinions, statements, promises 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, directors, officers 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 any participant (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. For the full Code of Conduct, please visit <https://qconferences.com/code-conduct>

34. **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.
35. **No Firearms or Weapons.** QCon does not permit participants to carry any type of firearms inside the Event venue, regardless of whether 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.

36. **Food Allergies.** Severe food allergies must be brought to the attention of the conference staff prior to attending any in-person Event. C4Media staff will attempt to accommodate such allergies as is reasonably possible and if 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 (including representatives from sponsoring companies) with food allergies attend the Event and/or co-located Events at their own risk. Furthermore, C4Media, Inc. and its affiliates, agents, directors, officers and their respective personnel will be 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.
37. **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.
38. **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.
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, 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 at any time.
42. **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.
43. **Terms Related to the Online Version of QCon:**
1. **Access credentials are individual.** Event participants receive individual access credentials, so that sponsors can determine their identity. Sponsors who attend QCon Online 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 Online experience, might allow credential-sharing among employees of the same sponsor company. We will share detailed instructions before the Event.
 2. **Privacy.** Our privacy notice tells an attendee what to expect when registering for QCon Online 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 an online 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.

3. **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. 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.

44. **Contact Us.** If you have questions about the QCon Sponsor Terms of Participation and/or would like to contact us, please email us at info@qconferences.com

Revision: November 3, 2022

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