



## EVEREST GROUP'S EVENT REGISTRATION TERMS

Everest Group welcomes the opportunity to provide you value through its events. We appreciate and are grateful for your attendance and/or participation. In order to ensure you and us are on the same page, these are the terms that apply to your attendance or participation in our events.

You register for an event (both in-person or virtual events), and therefore agree to these terms (as modified from time to time), by completing a registration form, attending or participating in an event, and/or otherwise communicating that you plan to attend or participate in an event, including, in each case, if done yourself or through a proxy e.g. your company, employee, assistants, etc. When such is done through a proxy, said proxy represents and warrants they have permission and authority to agree to the terms on your behalf. Also, by agreeing to these terms, you are representing and warranting you have the permission and authority from your company to do so.

Everest Group may, in its sole discretion, limit or deny access to any entity or individual, including, without limitation, for safety or nonpayment. You must be at least 21 years old to attend or participate.

### **Cancellation**

You may cancel your attendance or participation in an event by providing written notice to [events@everestgrp.com](mailto:events@everestgrp.com).

To receive a refund through this cancellation, you must exercise this option at least 15 calendar days prior to the event. If you do not cancel in time, no refund will be issued. Missing the cancellation deadline also applies to due balances, so if you do not cancel and have a balance due, that balance remains due, even if you do not attend or participate.

Cancelling other elements or accommodations related to the event, such as hotel or airfare, is separate unless Everest Group explicitly states otherwise. You are therefore solely responsible for related financial implications and for cancelling all other elements or accommodations, including hotel or transportation.

If you cannot attend the event, you can transfer your registration to another colleague from your company by doing so in writing to [events@everestgrp.com](mailto:events@everestgrp.com) and such must be done greater than 15 calendar days prior to the event. By accepting the transfer, the transferee is agreeing to these terms and you agree to provide these terms to them.

### **Force Majeure**

Everest Group, in its sole discretion, may cancel an event and will refund your payment for the event if having the event is unsafe or not practical to perform due to or arising out of forces beyond its reasonable control, including, for instance, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, virus, pandemic, Internet service provider failure or delay, or denial of service attack.

### **Badge and Credentials**



You may not share your badge or credentials with anyone else. Please always wear your badge or credentials during in-person events.

Certain areas may be limited or restricted, even if you have a badge or credentials.

Lost or misplaced badges will result in you being charged a replacement fee.

### **Payment Terms**

You acknowledge that you may incur a gain or loss through bank adjustments due to currency exchange rates. Everest Group bears no responsibility for these adjustments, gains, or losses.

Full payment is required to gain entry. Unless Everest Group explicitly states otherwise, payment is due immediately at time of registration and you are responsible for all sales and/or consumption taxes.

### **Safety and Security**

Safety and security are important to us. You understand that you and your property may be subject to a reasonable search upon entry to the event and you may be asked to provide photo identification. If you refuse to participate in these, or other, security measures, we may deny you entry. We also reserve the right to ask you to leave the event if your behavior causes us concern for the safety or security of event attendees. If we deny you entry or require you to leave, you will not receive a refund.

### **Your Information**

We handle your information in accordance with our privacy notice, available at [www.everestgrp.com/privacy-notice](http://www.everestgrp.com/privacy-notice), and as described in these terms. You agree to such terms, as updated from time to time.

### **Providing Sponsors, Vendors, and Providers Personally Identifying Information**

Before events, we may share with sponsors the company names and job titles of those attending or participating in the event.

If you engage with a sponsor, including, without limitation, attending a sponsor session, scanning your badge, accessing content, asking for a meeting, etc., you agree they may be provided with your name and contact details from Everest Group. Additionally, sponsors may conduct their own badge scanning or collection of your information at the event e.g. sign-in sheets. In each case, you agree that these sponsors may contact you and that this will subject you to their privacy practices, terms, notices, or policies. Everest Group is not responsible for the sponsor's collection or use of your information. **YOU MAY CHOOSE NOT TO PROVIDE YOUR INFORMATION TO SPONSORS BY, FOR INSTANCE, NOT HAVING YOUR BADGE SCANNED BY SPONSORS OR OTHERWISE NOT PROVIDING THEM THE INFORMATION AND YOU WILL NOT BE PENALIZED FOR REFUSING TO DIRECTLY PROVIDE SPONSORS WITH YOUR INFORMATION.**



We may share your name and other information with our vendors or providers, and typically this done for administration, planning, or safety purposes. In each case, you agree your information will subject to their privacy practices, terms, notices, or policies. Everest Group is not responsible for the vendor's or provider's collection or use of your information.

### **Use of Your Company Name and Logo as an Event Attendee**

You agree that Everest Group may use and display your company's name and logo as an attendee, including in marketing, emails, social media posts, and other materials.

### **RFID & Location Tracking**

Everest Group may utilize RFID badge scanning technology or location tracking technology. Utilizing this technology may be used to see what sessions you attended.

### **Sponsors and Guest Speakers**

Sponsors, guest speakers, attendees, participants, and any other non-Everest Group employee may provide content or share experiences, and such is not endorsed by Everest Group. All such views and opinions are entirely their own.

### **Voice and Image**

By participating in the event experiences, you agree that we may derive information from recordings of your voice and images of your face and retain and use all resulting information.

### **Use of Cameras, Recordings, and Streams**

We prohibit the use of cameras, recording devices, and streaming, including the use of screen recordings or screenshots. However, we may hire or contract providers to document and showcase the event through photo, visual, and/or audio recording devices.

Notwithstanding, we may allow for a sponsor, with explicit written permission from Everest Group, to photograph, record, or stream, subject to parameters Everest Group provides them. Additionally, there may be designated areas where photography, visual, and audio recordings and streams are permitted (and even encouraged) by all attendees and participants. In such a case, Everest Group will provide conspicuous signage.

It is therefore possible that (and you consent and hereby provide an irrevocable perpetual license of your voice, image, and likeness) you may be photographed, recorded, or streamed while attending or participating in an event.

In no event is any sponsor, attendee, guest speaker, or participant permitted to defame or infringe on any intellectual property of any party, or otherwise commit an unlawful act.

You agree that Everest Group may edit and use any photo, recording, or stream it captures or obtains for marketing and promotional activities and for any other lawful purpose. Additionally, Everest Group disclaims all liability in relation to sponsor, guest speaker, attendee, or participant use of their own photos, recordings, or streams.



## **Meetings**

We encourage attendees and participants to connect and meet during and after our events. However, you agree that in doing so you will not violate any agreement or law e.g. antitrust laws, confidentiality obligations, etc.

We may contact you on behalf of a sponsor to invite you to a function or meeting, such as a lunch or dinner.

## **Complimentary Wireless Internet**

Where available, you may use complimentary wireless internet while attending an Everest Group in-person event. Everest Group is not responsible for the security or effectiveness of the service. You are solely responsible for ensuring the privacy and integrity of your device and systems, and any transmissions you make over such a network.

## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVEREST GROUP BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE EVENT, EVEN IF A PARTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIVE REMEDY AVAILABLE IS EVEREST GROUP WILL CURE A MATERIAL DEFECT OR BREACH. SHOULD SUCH FAIL ITS ESSENTIAL PURPOSE, EVEREST GROUP WILL REFUND THE COSTS AND/OR FEES PAID TO EVEREST GROUP BY YOU OR YOUR COMPANY IN RELATION TO THE EVENT AT ISSUE; IN NO EVENT WILL EVEREST GROUP'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID TO EVEREST GROUP FOR YOUR REGISTRATION OR ATTENDANCE IN RELATION TO THE EVENT AT ISSUE.

## **Indemnity**

You will indemnify, defend and hold harmless Everest Group and its subsidiaries, affiliates, and the directors, officers, employees, agents, representatives, successors, and assigns of Everest Group and its subsidiaries and affiliates (each an "Indemnified Party"), from and against any and all loss, cost, expense, damage, claim, demand, action, proceeding, suit, or liability (including reasonable attorney and professional fees and costs) in relation to any misuse of any services (including vendor services) by you, your negligence, gross negligence, and/or willful misconduct.

## **Governing Law and Dispute Resolution**

These terms will be governed and construed in accordance with the laws of Texas, U.S.A., without regard to conflict of laws principles. The exclusive jurisdiction and forum for all claims and lawsuits, including all extra-contractual claims (for example, common law (such as a tort), statutory, or equitable claims), is the jurisdiction and forum of Collin County, Texas, and includes their appeals courts.



In the event of a dispute between Everest Group and you, it is agreed that parties will in good faith attempt to resolve the dispute without resorting to litigation. Should a dispute arise, the aggrieved party will notify the other of its claim in writing and the parties will in good faith attempt to negotiate a resolution and/or settlement.

## **Content**

You may receive access to Everest Group or licensed third-party content. Such is limited to internal and non-commercial access and reference. Everest Group disclaims all liability related to such content and, for the avoidance of doubt, and without limitation, you may not share or distribute the content.

In relation to Everest Group content, our Terms of Use, as updated from time to time and available at, [www.everestgrp.com/terms-of-use](http://www.everestgrp.com/terms-of-use), applies.

## **Event Conduct**

Good and professional conduct is expected of all: Everest Group, sponsors, guest speakers, attendees, and participants. Therefore, everyone is expected to be respectful, considerate, and professional in their discourse and actions.

You are responsible for your own belongings and property. Everest Group is not responsible for your loss or damage to items at its events. If you notice anything unsafe, please immediately notify the event organizers. Please do not spam or post any obscene, objectionable, or inappropriate content. Unless you are a sponsor, you may not solicit or advertise, and, sponsors may only do so in accordance to the terms of their sponsorship agreement. Additionally, you agree your actions will not violate any contract, law, or infringe or misappropriate any intellectual property or intellectual property rights.

If you are impacted or notice someone else that has been impacted by a failure to adhere to these terms, please contact a member of the Everest Group event team. In case of emergency, contact local authorities immediately.

## **Violations**

Violations of these terms or unacceptable behavior may result in suspension or expulsion from the event without warning or refund. Additionally, prohibitions from future events may occur. This is not an exclusive remedy.

## **Updates and Modifications to These Terms**

We may update and modify these terms to a newer, revised version at any time by posting such on the Everest Group website. The newer, revised terms will become effective upon posting, and you are agreeing to such terms by (i) registering for an event (ii) completing a registration form, or (iii) attending or participating in an event, and/or otherwise communicating that you plan to attend or participate in an event, in each case (i) –(iii), if done yourself or through a proxy e.g. your company, employee, assistants, etc. It is your responsibility to check the Everest Group website regularly for such updates and modifications.



## **Severability**

Any provision of these terms that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective and severable only to the extent necessary so that the remaining provisions will remain, be effective, and govern. Any provision deemed prohibited or unenforceable will be rewritten consistent with its purpose and to give the same or closest economic impact as originally intended.

## **Questions or Concerns**

If you have any questions or concerns regarding events or these terms, please contact [events@everestgrp.com](mailto:events@everestgrp.com).

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