

## Terms and Conditions

By registering for or by attending the Event, receiving the Event materials (“Event Materials”), or hearing speaker comments, and in consideration for the privilege of participating in the Event, **the delegate (“Delegate”) and delegate’s employer (“Client”) agree to be bound by these Terms and Conditions (“Agreement”).** This Agreement may not be modified except by express written agreement signed by the parties.

**EVENT PARTICIPATION; CANCELLATION; REFUNDS; SUBSTITUTION:** Delegate participation in the Event is at the sole discretion of IHS Markit. IHS Markit reserves the right to terminate this Agreement or to vary, postpone, or cancel the Event at any time and for any reason. Speakers and/or topics were confirmed at the time of publishing, however, circumstances beyond the control of the organizers may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, IHS Markit reserves the right to alter or modify the advertised speakers and/or topics. IHS Markit may terminate this Agreement for cause if a Delegate or Client breaches these terms and conditions. If IHS Markit terminates this Agreement (except for cause) or cancels the Event, Delegate or Client will be entitled to receive a refund. IHS Markit or its affiliates accept no other liability for the Event not taking place. Should Delegate wish to cancel his/her Event seat, a refund will be granted provided IHS Markit receives written notification thirty (30) days prior to the start of the Event. IHS Markit will charge a processing fee equal to ten (10) percent of the original fee. Inability of Delegate to secure the required Visa for entry into the country where said Event is scheduled to be held is not grounds for requesting a refund within thirty (30) days or less of the Event. Event seats may be transferred to a substitute colleague within Client’s organization, provided that IHS Markit is notified of, and approves in writing, the substitution forty eight (48) hours prior to the start of the Event. IHS Markit reserves the right to refuse attendance to the Event to substitutions who have not been expressly authorized by IHS Markit. Delegate and Client agree that no badge swapping is allowed, and only the Delegate may have access to the Event and must provide proof of identity if requested, for security reasons.

**PAYMENTS; TAXES:** Client and Delegate shall be jointly and severally liable for (i) payment of all fees due to IHS Markit 10 days prior to the conference start date or within 30 days from date of invoice, whichever is sooner, and shall additionally be liable for interest on past due sums at the lesser of the maximum legally chargeable interest rate or 5 percent (5%) above the European Central Bank “Marginal lending facility” rate, and (ii) any and all applicable value-added or other taxes.

**ACKNOWLEDGMENT; CONSENT TO USE NAME AND LIKENESS:** IHS Markit reserves the right to acknowledge Delegate and Client at the Event. Delegates who participate in the Event shall, as a condition of and in consideration for participation, be deemed to consent to IHS Markit ownership of all rights in and to his or her appearance or other involvement therein. IHS Markit shall have the right, and may permit others, to reproduce and otherwise use any such person’s name, voice, likeness, photograph, and other pictures or video of the Event.

**COMPLIANCE; NO UNAUTHORIZED EVENTS:** Delegate and Client agree to comply with: (i) all applicable conventions, laws, rules, and regulations incident to the activities contemplated by this Agreement, including without limitation data privacy laws, UK Modern Slavery Act and other anti-corruption, anti-bribery, sanctions, anti-boycott, and export control laws; and (ii) all rules and regulations applicable to the premises on which the Event is held. Delegate and Client further agree to not take any action that causes IHS Markit to violate any applicable laws and regulations, and will not host any unsanctioned hospitality suites, receptions, or similar private events. Delegate and Client agree not to distribute or display any marketing materials, logos, or video coverage of the Event, without the prior written consent of IHS Markit.

**EVENT MATERIALS:** Delegate and Client agree that the Event Materials and information conveyed during the Event are the confidential, copyrighted, and/or proprietary to IHS Markit. Delegate and Client shall not use the Event Materials, video coverage of the Event or information conveyed during the Event except pursuant to a nonexclusive, nontransferable right and license hereby granted by IHS Markit solely for Client’s internal business purposes, and not for sale, sublicense, or other disclosure, distribution, or republication to or for a third party. Delegate and Client agree not to remove any copyright, trademark, or other proprietary notices of IHS Markit or any third party contained in the Event Materials.

**NO WARRANTIES; LIMITATION OF LIABILITY:** ALL EVENT MATERIALS ARE PROVIDED “AS IS.” IHS MARKIT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL IHS MARKIT OR ITS REPRESENTATIVES, AGENTS, PRESENTERS, SPEAKERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, LOST PROFIT, LOST ROYALTIES, LOST DATA, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, THE EVENT, OR ANY RELIANCE ON THE EVENT MATERIALS OR INFORMATION PROVIDED. IHS Markit’s liability in respect of claims under this Agreement shall not in any case exceed the total fees paid by or anticipated from Delegates and Client in terms hereof. Nothing in the foregoing shall be construed as limiting IHS Markit’ liabilities for (i) damages related to death or personal injury arising out of the



negligence or wilful act of IHS Markit; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of IHS Markit.

**RELEASE; INDEMNIFICATION:** Delegate and Client hereby fully and forever release, discharge, hold harmless and defend IHS Markit and its employees, directors, officers, affiliates, representatives, and agents, and their respective successors and assigns (“Released Parties”), from and against any and all liabilities, losses, claims, demands, litigation, damages and judgments, present or future, known or unknown, foreseen or unforeseen, valid or invalid, direct or consequential, together with reasonable costs and attorneys’ fees, which result directly or indirectly from any injuries, illness, disability, death or other harm (“Claims”) to Delegate or Client (including Client’s directors, officers, affiliates, representatives, agents) or their respective successors and assigns or their respective property, that any of such parties may, in any manner and from whatever, sustain in connection with the Event. Delegate and Client further indemnify the Released Parties against any and all Claims brought by a third-party and related in any way to the acts or omissions of Delegate or Client at, or in connection with, the Event.

**FORCE MAJEURE.** If the performance of any obligation under this Agreement, except the making of payments, is prevented or interfered with by a force majeure (i.e., any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected party, including, without limitation, acts of God, acts of terrorism, acts of nature, acts of a government, fires, floods, wars, or other catastrophes, or labor disturbances), the party so affected shall be excused from such performance.

**GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the England and Wales without regard to its choice of law provisions and each Party hereby submits to the exclusive jurisdiction of English Courts.

**PRIVACY:** IHS Markit, on behalf of itself and its affiliates and subsidiaries (“IHS Markit”), may collect and process the personal information you provide in the Event Registration Form in order to provide you with information about the Event. For more information relating to how your personal information will be collected and processed, please visit <https://ihsmarkit.com/Legal/privacy.html>. IHS Markit may contact Delegate with information relating to IHS Markit products as services that may interest you. In the event you no longer wish to receive offers on products and services as provided by IHS Markit, you may opt out at any time by clicking the opt out link at the bottom of any IHS Markit email or by emailing IHS Markit at [privacy@ihsmarkit.com](mailto:privacy@ihsmarkit.com). IHS Markit may share Delegate contact information with Event Sponsors and/or Partners who may contact Delegate with details of programs or events occurring during the Event that may be of interest. If you do not want Delegate contact information to be shared with Event Sponsors and/or Partners, you may opt out of these services in whole or part by emailing [privacy@ihsmarkit.com](mailto:privacy@ihsmarkit.com).

**MISCELLANEOUS:** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect. No failure or delay by either Party to exercise any right hereunder at any time operates as a waiver of such right at any future time. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, with respect to the subject matter hereof. Nothing contained in any Client-issued purchase order, terms and conditions or invoice will in any way modify or add any additional terms or conditions to this Agreement.

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