

## **General Terms and Conditions for Participants of Events organized by Xebia Switzerland AG**

### **1. General**

The following general terms and conditions apply to all events organized by SwissQ Consulting AG (hereinafter "The organizer"). By completing the registration form on the conference website, participants acknowledge the content of these conditions has been reviewed and accepted. Any terms and conditions of the participant that deviate from our General Terms and Conditions are not valid.

### **2. Nature and scope of conference services**

The event is open to all interested persons. The nature and scope of the conference are described on the corresponding website. The organizer reserves the right to make changes to the programme.

### **3. Prices and terms of payment**

Prices for participation are inclusive of currently valid VAT. The participant fee must be paid in full within 30 days after the registration to the organizer in Swiss francs.

### **4. Cancellation**

It is not possible to cancel a booking. The full amount will be charged, even if the participant does not show up to the event. Substitute participants can be communicated to the organizer by e-mail free of charge up to three days ahead of the event.

### **5. Change of date or cancellation of the event by the organizer**

We kindly ask for your understanding that we must reserve the right to cancel the event or make a change in date or location. In any case, we will make every effort to inform you of cancellations or necessary changes as early as possible. If we have to cancel the conference, we will refund participation fees that have already been paid. All further claims are excluded.

### **6. Access to event platform – Login credentials**

Registered participants will receive a link to access the event platform at least 24 hours in advance of the event. Please note that the email may be in a spam folder or might even be blocked by a spam filter of your organization. The email address used will be the one provided by each participant at time of registration – it is the participant's responsibility to ensure that this email address is correct and accessible.

### **7. Personal access only**

Access to the event platform and all associated content is limited to registered participants. Each ticket, and the associated email address provides access for one person only. Login details are not to be shared. Group viewing is not permitted, and the organizer reserves the right to issue a corrective invoice in case of misuse.

### **8. Streaming / Public Viewing / Group Watching**

In the case of binge-watching arrangements, group viewing is permitted on the event day for the number of people specified in the purchased package. Sharing content to additional people or groups above the agreed limits is not permitted, and the organizer reserves the right to issue a corrective invoice in case of misuse.

### **9. Participant Data**

Participant data will be shared with the event platform hosting company for the express purpose of granting access to the platform. The following data will be shared: name, email address, role and company name. Participants have the option of hiding or sharing their data on the platform (details provided on virtual platform).

## **10. Photography and Recordings**

The organizer is permitted to use and use and distribute footage and photographs (including footage or photographs of individuals or groups of attendees) from an event, in any media (including social media) in perpetuity for the purposes of advertising, publicity or reporting without any further approval from or any payment to participants.

## **11. Access to recordings**

Registered participants will have access to all recorded talks. While every effort has been made to record all sessions, circumstances beyond the control of the organizer may mean that some talks cannot be made available for playback.

## **12. Copyrights and rights to work results**

The organizer shall remain the owner of the copyright and copyrights existing at the time of the award of the contract. No part of the documents and other media created before or during the processing of the order by the organizer may be reproduced, processed, reproduced, distributed or used for public reproduction without the permission of the organizer. If documents or other media are used in the processing of the order, in which third parties have rights, these rights remain with the respective author. The organizer is entitled to the right to participate in all work results obtained by the organizer during an event. However, the organizer grants the customer the non-exclusive, non-transferable right to use the results obtained as agreed and practical in the course of the event. This shall apply, provided that the work results are not specifically declared documents or other documents and media produced by the organizer. The copyright and copyrights apply without restriction, unless other agreements are made in writing.

## **13. Liability**

The organizer disclaims any liability for damages that occur during an event.

## **14. Place of jurisdiction**

Swiss law applies. Place of jurisdiction is Zurich.