

# Terms & Conditions

## 1. Preamble

These terms (the **"Agreement"**) govern your online registration and attendance at the event ***"AI nei processi di Planning & Budgeting"*** that will be held in presence (the **"Event"**).

By registering for the Event on the website <https://www.board.com/it/eventi-webinar/ai-nei-processi-di-planning-budgeting> (the **"Website"**), as well as by otherwise submitting your information to Board, for the Event, you are agreeing to these terms, which form a legal agreement between Board Italia S.r.l. (**"Board"**), and the registered attendee (**"you"**). If you are registering on behalf of another individual, it is your responsibility to ensure that the person attending is aware of these terms and accepts the same and, by completing and submitting the registration, you warrant that you have made the attendee aware of these terms and that they have accepted the same. If you do not wish to be bound by these terms, please do not register or attend the Event.

## 2. Ticket and Admittance

Once the registration is successfully finalized on the Website or otherwise confirmed by Board, you will receive a confirmation email for the Event to the email address you have provided.

The confirmation email shall be deemed as a valid attendance permission and so it can be used to gain entry to the Event.

Board, in its sole discretion, and without any liability or obligation to refund, reserve the right to refuse admittance to or to eject from the Event anyone that Board determines:

- is behaving in a manner that could disrupt, hinder or cause a nuisance to the Event or to the enjoyment of any other person or partner at the Event;
- represents a security or health & safety risk to the Event or to any person or partner;
- fails to comply with, or is likely to fail to comply with, this Agreement.

The Event may be subject to limited availability. Board may reject your attendance request should the maximum number of tickets available has already been sold out.

You agree to comply with all applicable laws in connection with your attendance at the Event.

## 3. Cancellation of the Event

Board is committed to ensuring that the Event programmes, speakers and venues are correct at the time of publishing on the Website. Circumstances beyond Board's control may necessitate substitutions, alterations, postponements, or cancellations to the content, format, themes, name, performers, hosts, venue, or timing of the Event.

Board will not be liable to you for any expenditure, damage or loss incurred by you as a result of the cancellation or postponement due to circumstances that are outside Board's control (including force majeure and extraordinary circumstances).

## 4. Changes to the Event

Board reserves the right, at any time and for any reason (including, without limitation, by reason of a force majeure event), to vary any aspect of the Event, including to change a physical live Event to a virtual digital Event. Board shall notify you of any varied aspects of the Event in writing.

## **5. Photography, audio and video recording**

By attending the Event you acknowledge and agree that the Event may be photographed or recorded by Board, its commercial partners or service providers (as it may be the case). You agree to grant Board and its commercial partners or service providers the right to record, film, photograph or capture your likeness, name, voice and words and to use, distribute or otherwise globally disseminate them in brochure, newspapers, magazines and other media, both during and any time after the Event, in any form, and without any further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit the media, the right to use the media (alone or together with other information), and the right to allow commercial partners of Board to use or distribute the media.

## **6. Attendance at the Event**

During the Event, you shall behave in an orderly manner and shall not act in any manner which causes offence, annoyance or inconvenience to other attendees. Attendees shall not canvass, promote, advertise or solicit for business in a manner which, in Board's sole discretion, is deemed unacceptable. Board reserves the right to remove from the Event any attendee who Board considers in its reasonable opinion contravenes applicable laws or regulations or is likely to cause offence or annoyance or is otherwise inappropriate or does not comply with this Agreement.

## **7. Intellectual property rights**

All intellectual property rights in and to the Event, its content, and all materials distributed at or in connection with the Event are owned by Board, its related subsidiaries, and/or the Event sponsors or speakers attending the Event. You must not reproduce or allow anyone to reproduce trademarks or materials distributed by or on behalf of Board at the Event for any reason, without Board's prior written permission.

Nothing in this Agreement shall vest in you any legal or beneficial right in or to any intellectual property rights owned, or used under licence, by Board or its related subsidiaries and/or its licensors. All such intellectual property rights shall remain the exclusive property of Board and/or its related subsidiaries.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to Event without the express prior permission of Board. We reserve their right to take such action (legal or otherwise), including a claim for damages as Board, in its sole discretion, deems appropriate in the circumstances.

## **8. Warranties**

To the extent permitted by the applicable law, Board disclaims all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Event or any related materials. You acknowledge and agree that in accepting this Agreement you have not relied on any representation or warranty that is not expressly included in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of this Agreement.

## **9. Limitation of Liability**

Board does not provide any guarantees, conditions or warranties that the materials and content shared and/or distributed are complete or accurate and shall not be responsible or liable for reliance by you or any person on any aspect of the Event and/or any information provided at the Event.

To the fullest extent allowed by applicable law, Board shall not be liable to you whether in contract, tort (including for negligence), misrepresentation, restitution or otherwise for any damage (direct or indirect), for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of income; loss of opportunity; loss of or damage to goodwill; or for any indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the execution of this Agreement.

Nothing in this Agreement shall be deemed as excluding or limiting the liability for any fraudulent statement or act or in respect of any liability that cannot be excluded or limited by the applicable law.

#### **10. Indemnification**

You agree to defend, indemnify, and hold Board, its third-party service providers, employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of this Agreement by you or any other liabilities incurred by Board arising out of your attendance at the Event.

#### **11. Force majeure**

Board shall not be liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform its obligations pursuant this Agreement, whether such event results from anything beyond Board's reasonable control (for example, natural disasters, flood, fire, acts of terror, war, labour strike, extreme weather malicious damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation, or any other emergency) or anything else that renders performance of the Event, in whole or in part, impracticable, illegal or impossible.

#### **12. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to this Agreement shall be governed by the laws of Italy.

The Parties agree to submit to the exclusive jurisdiction of the Courts of Milan, Italy.

#### **13. Changes to this Agreement**

This Agreement apply to you from the date of publishing and until the same Agreement is superseded by a new version. Board may update the terms of this Agreement at any time for legal or regulatory reasons, or to reflect changes in our services or business practices. Any amendment will be posted on the Website.

#### **14. General terms**

This Agreement together with (if applicable) any form You may have submitted to Board for and in connection with Your attendance at the Event, constitute the entire agreement between you and Board in respect of all matters which are referred to herein and supersede any prior, written or oral agreement between you and Board relating to such matters. You confirm that in agreeing to accept the terms of this Agreement you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part

of this Agreement. In case of conflict between this Agreement and the provisions of the form You have submitted to Board, the provisions of the form shall prevail.

If any part of this Agreement is wholly or partly unenforceable, you and Board agree that where possible, the competent Court will modify the terms to make that part enforceable while still achieving its intent. If the Court cannot do that, you and Board agree that the Court should not have regard to that unenforceable part but still enforce the rest of these Terms.

You agree not to assign or transfer your rights or obligations under this Agreement to anyone else without Board's prior written consent. Board may assign or transfer this Agreement without your consent by providing you with notice.

You and Board agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Board in any respect.

A reference to the Agreement includes any amendment to or replacement of the same.

Headings are for reference purposes only and do not form part of the Agreement.

A reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

A singular includes the plural, and vice versa.