

# **VIRTUAL EVENTS TERMS AND CONDITIONS OF ATTENDANCE AND PARTICIPATION**

01 September 2021

These are the terms and conditions (the "Agreement") governing your participation in any iWorkinSport owned and operated virtual event, meeting, show, seminar or conference (the "Virtual Event"). By registering for the Virtual Event you agree to these terms, which form a binding legal contract between the Virtual Event owner and host, Engage Sport & Entertainment SA ("Engage", "iWorkinSport" or "Owner and Organizer") and the registered participant ("you" or "Participant"). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

## **1 Participant Requirements**

1.1 Access. Your registration entitles you to access the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

1.2 Use of Likeness. By participating in the Virtual Event you acknowledge and agree to grant Virtual Event the right at the Virtual Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Virtual Event includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Virtual Event Content. You acknowledge and agree that Virtual Event, in its sole discretion, reserves the right to change any and all aspects of the Virtual

Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Virtual Event content shall be recorded by iWorkinSport and will be accessible to Participants, and may also be posted on iWorkinSport's social media channels.

## **2 Prohibited Conduct**

2.1 Limitations on Use. By registering for a iWorkinSport Virtual Events pass you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is granted by the Organizer. By registering for a paid Virtual Event Pass, you agree not to share, sell or trade your access. If iWorkinSport determines that you have violated this policy, iWorkinSport may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Virtual Events.

2.2 Disruptive Conduct. You acknowledge and agree that Virtual Event reserves the right to remove you from the Virtual Event if iWorkinSport, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Virtual Event or the enjoyment of the Virtual Event content by other attendees.

2.3 Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of sessions at iWorkinSport Virtual Events.

2.4 Unethical/Non-Compliant Business Practices. iWorkinSport reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

2.5 In addition to the requirements and prohibitions set forth in this Section 2, iWorkinSport may also exclude any prospective participant from registering for or participating in any Virtual Event, in iWorkinSport's sole discretion.

## **3 Fees and Registration**

3.1 Payment. When required, the payment of the applicable fee for the Virtual Event is due upon registration. If such payment is insufficient or declined for any

reason iWorkinSport may refuse to allow you to access the Virtual Event and shall have no liability in that regard.

3.2 Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

#### **4 Cancellation and Quality Assurance**

4.1 iWorkinSport strives to provide you with the most productive and effective experience possible. If after attending the event you feel there is some way we can improve, please provide us in writing with your comments on the evaluation provided at the end of the event. As exhibitors and or speakers are confirmed months before the Virtual Event, some speaker changes or topic changes may occur in the program. iWorkinSport is not responsible for speaker changes, but will work to ensure a comparable speaker is located to participate in the program.

4.2 Cancellations are subject to the entire Virtual Event registration fee. All sales are final. No payments will be refunded or refundable. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment. In no event shall iWorkinSport be obligated to refund all or a portion of the registration fee.

4.3 If iWorkinSport is prevented from carrying out its obligations as it pertains to the Virtual Event you registered for as a result of any cause beyond its control, or such Virtual Event cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") iWorkinSport shall have the right to immediately terminate the affected Virtual Event without liability and shall be relieved of its obligations to Registrant. If the affected Virtual Event is terminated due to a Force Majeure occurrence before the first day of the Virtual Event, then iWorkinSport will reschedule the affected Virtual Event and your registration fee will be applied to the rescheduled Conference.

## **5 Virtual Event Registration Confirmation**

5.1 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Virtual Event email(s) are caught by spam filters.

5.2 You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

5.3 In addition, you will also be added to the Virtual Event participant list for notifications of future Virtual Events.

5.4 If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

## **6 Your Privacy Is Important to Us Introduction**

This Notice explains how ENGAGE SPORT & ENTERTAINMENT SA (“iWorkinSport”) collects and processes your Personal Data. Each time you use our Site, the current version of this Notice will apply. Accordingly, whenever you use our Site, you should check the date of this Notice (which appears at the top) and review any changes since the last version. This Notice is applicable to all Site visitors, registered users, and all other users of our Site. “Personal Data” is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity. By visiting [www.iworkinsport.com](http://www.iworkinsport.com) or related properties, including, but not limited to <https://iworkinsport.6connex.eu/event/iworkinsport/eve2021/login> (the “Site”), you acknowledge that you have read and understood the processes and policies referred to in this Notice.

### **Who we are**

For the purposes of the General Data Protection Regulation 2016/679 (the “GDPR”), the Data Controller is the Engage Sport & Entertainment SA. registered in Lausanne, Switzerland, doing business as iWorkinSport with a business address at Avenue de France 28, 1004 Lausanne, Switzerland.

## **How to contact us**

If you have any questions or concerns about this Notice, please contact us using the [Contact Us](#) section on our Site. Alternatively, you can contact us by email at [info@iworkinsport.com](mailto:info@iworkinsport.com) or by mail to Avenue de France 28, 1004 Lausanne, Switzerland.

## **How we collect personal data Personal Data that you give us**

We may collect and process the following Personal Data:

- **Contact information**, which you provide when corresponding with us by phone, email or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our Site and when you report a problem with our Site. The information you give us may include your name, address, email address, phone number, financial information and/or credit card information.
- **Due payment information**, including financial information such as credit/debit card and account numbers used to process your Virtual Event ticket registration and/or sponsorship payment.
- **Purchase information**, relating to purchases of delegate passes and Virtual Event participation, either in-person or via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

**Personal data we collect from you** With regard to each of your visits to the Site we will automatically collect the following information:

- **Technical information**, including the Internet protocol (IP) address used to connect your computer or device to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- **Information about your visit**, including pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number; and
- **Location information**

### **Personal Data we collect from others**

We may receive information about you from publicly available and third-party databases or services that provide information about business people that we believe will help us identify and provide products and services that may be of interest to you. We will obtain your consent before contacting you if required by the law of the country in which you are located.

### **Non-Personal Data**

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- IP addresses
- Browser type and plug-in details
- Device type (e.g., desktop, laptop, tablet, phone, etc.)
- Operating system

- Local time zone

We may use non-Personal Data for various business purposes such as providing customer service, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.

### **How we use your Personal Data**

We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests.

### **Personal Data that you give us**

We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your Virtual Event registration, or any other contract entered into between you and us and to provide you with the information, products and Virtual Event registration services that you request from us;
- to organize Virtual Events that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Virtual Event, the speakers, sponsors and other attendees;
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related Virtual Event registration services;

- to provide you with information about other Virtual Events, products and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to provide you, or permit selected third parties to provide you, with information about Virtual Events, products or services we feel may interest you, provided you have given your consent;
- to transfer your information as part of a merger or sale of the business;
- to notify you about changes to our Virtual Events; and
- to ensure that content from our Site is presented most effectively for you and your computer.

### **Information we collect about you**

We will use Personal Data that we have collected about your use of our Site:

- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented most effectively for you and your computer; as part of our efforts to keep our Site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

### **Personal Data we receive from other sources**

We will combine this information with information you give to us and information we collect about you. We will use this information and the combined Personal



Data for the purposes set out above (depending on the types of information we receive).

### **When we share and who can access your Personal Data**

We may share your Personal Data for the purposes described in this Notice with:

- a member of our group
- Event partners partners, suppliers and sub-contractors, for the performance of obligations arising from your Virtual Event registration, or any other contract we enter into with them or you or to provide you with the information, products and Virtual Event registration services that you request from us
- analytics and search engine providers that assist us in the improvement and optimization of our Site
- trusted third-party companies and individuals to help us provide, analyze, and improve the Site and our Virtual Event registration services (including but not limited to data storage, maintenance services, database management, web analytics and payment processing)
- in the Virtual Event that we sell or buy any business or assets, in which case we will disclose your Personal Data to the prospective seller or buyer of such business or assets
- if Engage Sport & Entertainment SA or substantially all of its assets are acquired by a third party, in which case Personal Data held by it about its customers will be one of the transferred assets.

We will only transfer your Personal Data to trusted third-parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

## **Selling or renting your Personal Data**

We will never sell or rent your Personal Data to third parties without your opt-in consent.

## **Security**

Although we use security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet. All information you provide to us is stored on secure servers. Any payment transactions will be encrypted using SSL technology.

## **How long we store your Personal Data**

We will store your Personal Data, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

## **Retention**

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at [info@iworkinsport.com](mailto:info@iworkinsport.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

## **Cookies and Do Not Track policy**

We use cookies for anonymous tracking data.

## **Links to third party sites and services**

Our Sites may contain links to third party websites, applications and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications or services nor any association with their operators. Company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third party site that you link from our Service.

## **Your rights Correction and removal**

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at [info@iworkinsport.com](mailto:info@iworkinsport.com).

## **Opting out**

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by sending a message to us at [info@iworkinsport.com](mailto:info@iworkinsport.com)

## **Your European rights**

FOR EUROPEAN RESIDENTS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your Personal Data) if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right by checking certain boxes on the forms we

use to collect your Personal Data. You can also exercise the right by contacting us using the Contact Us section on our Site or by sending a message to us at [info@iworkinsport.com](mailto:info@iworkinsport.com). Under European data protection law, in certain circumstances, you have the right to:

#### **Request access to your Personal Data.**

You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making.

#### **Request correction of your Personal Data.**

You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you.

#### **Request erasure of your Personal Data.**

You may have the right to request that Personal Data held about you is deleted.

#### **Object to processing of your Personal Data.**

You may have the right to prevent or restrict processing of your Personal Data.

#### **Request restriction of processing your Personal Data Request transfer of your Personal Data.**

You may have the right to request transfer of Personal Data directly to a third party where this is technically feasible.

#### **Withdraw your consent**

In addition, where you believe that iWorkinSport has not complied with its obligations under this Notice or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner's Office. You can exercise any of these rights by contacting us using the Contact Us section on our Site or by sending a message to us at [info@iworkinsport.com](mailto:info@iworkinsport.com).

### **Changes to this Notice**

If we make any material changes to this Notice or the way we use, share or collect personal Data, we will notify you by revising the "Effective Date" at the top of this Notice, prominently posting an announcement of the changes on our Site, or sending an email to the email address you most recently provided us (unless we do not have such an email address) prior to the new policy taking effect. Any changes we make to this Notice in the future will be posted on this page and, where appropriate, notification sent to you by email. Please check back frequently to see any updates or changes to this Notice.

## **7 Intellectual Property**

7.1 All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by Engage Sport & Entertainment SA, or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of the Organizer.

7.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Engage Sport &

Entertainment SA or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Engage Sport & Entertainment SA or its affiliates, all of which shall at all times remain the exclusive property of Engage Sport & Entertainment SA and its affiliates.

## **8 Disclaimer of Warranties, Limitation of Liability**

8.1 Engage Sport & Entertainment SA gives no warranties in respect of any aspect of the Virtual Event or any materials related thereto or offered at the Virtual Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Virtual Event is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Event are theirs alone and do not necessarily reflect the views, opinions, or positions of Engage Sport & Entertainment SA or any employee thereof. Virtual Event makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at an iWorkinSport Virtual Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. Engage Sport & Entertainment SA does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

8.2 Except as required by law, neither Engage Sport & Entertainment SA nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Virtual Event or other aspect related thereto or in connection with this Agreement.

8.3 The maximum aggregate liability of Virtual Event for any claim in any way connected with, or arising from, the Virtual Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to iWorkinSport under this Agreement.

## **9 Miscellaneous**

Virtual Event's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. iWorkinSport shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond iWorkinSport's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

## **10 Governing Law and Jurisdiction**

This Agreement shall be governed and interpreted in accordance with the laws of Switzerland.

Any dispute arising from or related to the present Agreement will be submitted exclusively to the Court of Arbitration for Sport (the "CAS") in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. The panel will consist of a sole arbitrator. The language of the arbitration will be English.

Should the CAS deny its jurisdiction, the dispute would be referred to arbitration in accordance with the Swiss Rules of International Arbitration. The seat will be in Lausanne. The panel will consist of a sole arbitrator. The language of the arbitration will be English.

## **ANNEX 1 - Scholarship Sweepstake rules and regulations**

iWorkinSport will offer a scholarship of up to EUR 5,000 (five thousand euros) to a candidate who attends the iWorkinSport Education Virtual Expo (the “Event”), which will take place from 27 October 2021 to 3 November 2021, and is admitted to a programme by one of the event’s Academic Partners, as described in the Scholarship Sweepstake rules below.

## **1. Eligibility**

A person becomes eligible to receive the scholarship if:

- a) they attend the Event, and
- b) they are accepted by at least one of the Academic Partners to enrol in one of their courses in 2022, and
- c) they communicate to the Organizer of the Event that they were invited to enrol in one of the programmes and request the scholarship, and
- d) they provide a testimonial - preferably in video format - acknowledging that they applied to the academic programme following their participation at the Event.

## **2. Scholarship Awarding Process**

Once the eligible candidate receives the invitation to enrol in one of the Academic Partners’ programmes, they must request the scholarship by sending an email to [scholarship@iworkinsport.com](mailto:scholarship@iworkinsport.com) , with proof that they have been accepted by the Academic Programme, by no later than 30 March 2022.

The Organizer will confirm all claims with the respective Academic Programmes.

In case that there are more than one eligible candidate, the Organizer will organize a sweepstake in order to draw the winner of the scholarship.

The Organizer will offer to the winner of the Sweepstake full scholarship to cover any tuition fee up to EUR 5,000 (five thousand Euros), or a partial scholarship in the amount of EUR 5,000 if the tuition fee exceeds EUR 5,000.



The Sweepstake will be drawn on 31 March 2021 (CET). The exact time and detailed information about the draw will be announced at [iworkinsport.com](http://iworkinsport.com).

### **3. Scholarship Payment**

The way the scholarship is paid may vary, depending on separate agreements with each Academic Partner.

The Payment may be made either to:

- a) The Academic Programme - and they would deduct the amount of the Scholarship from the tuition fee of the Scholarship winner; or
- b) The Scholarship winner - in the form of reimbursement, after the Scholarship winner presents the tuition fee's proof of payment.