

TICKET TERMS AND CONDITIONS

These Ticket Terms and Conditions ("Conditions") govern all Tickets issued for a three-day online conference, called "TEST CONF 24", held on October 27-29, 2024 ("Conference") and the subsequent admission to attend the Conference.

For the purposes of these Conditions, "Ticket(s)" means a ticket/tickets giving right of entrance to the Conference in accordance with the information stated thereon; "Ticket Holder" means any individual holding or who has held, a Ticket, including without limitation, the person to whom the Ticket was issued; "Conference" means three-day conference, called "TEST CONF 24", held on October 27-29, 2024 online; "Conference Day" means, in respect of a relevant Ticket, the day on which the Conference is scheduled to take place.

All Tickets are issued by TEST CAPITAL COMPANY (DEVELOP SP. Z O.O. | Poland, NIP 10001100009; hereinafter "TCC"). Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have accepted, and agreed to comply with, these Conditions.

GENERAL

- 1. These Conditions are deemed to incorporate the rules and regulations of <u>Regtoevent.com</u> (the event ticketing company). In case of any conflict between these Conditions and such rules and regulations, these Conditions will prevail.
- 2. Tickets may only be purchased through TCC (directly or via Regtoevent) and official agents, appointed by TCC, or through any other sale or transfer mechanism authorised in writing by TCC. The original Ticket Holder is responsible for ensuring anyone they provide a ticket to is fully aware of and complies with these Conditions.

PRICES AND PAYMENT

- 1. Payment shall take place in the manner stated on the TCC website. Information on ticket prices and availability, stated on the website, is provided on a non-binding basis and may be subject to change. The price stated on the website for the products or services ordered by means of the website. Additional conditions concerning payment or ordering may be applied to the order.
- 2. All prices as stated on the TCC website are in euros including VAT, unless expressly stated otherwise.
- 3. Service charges are charged for each ticket and in some cases transaction charges and delivery charges will be charged for each order.
- 4. TCC may place a limit on the number of Tickets that may be purchased for the Conference whether in a single transaction or a series of transactions, per person or per payment credit card, and reserves the right to cancel without refund or compensation of any kind Tickets purchased in excess of the stated limit.

BREACH OF CONDITIONS

Any breach of any Condition may, in addition to any other remedy TCC may have, and even if the holder of the Ticket did not have notice of the Condition or the breach, result in refusal of entry,



cancellation or voiding of the Ticket and the cancellation of any other Tickets held or purchased for the Conference without refund or compensation of any kind. In addition, TCC may impose sanctions including, but not limited to, banning or prohibiting the original purchaser from purchasing future Tickets, tickets to future TCC events or refusing to sell or supply Tickets in future to persons found to have breached these Conditions.

TICKET HOLDER OBLIGATIONS

- 1. Ticket Holders will be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.
- 2. It is an essential condition of issuance of Tickets and the right of admission to the Conference conferred on the Ticket Holder that Tickets must not be and have not been:
 - offered, provided, resold, or transferred for a value greater than the original sale price;
 - advertised or offered for resale or transfer publicly (including on any website, social media site or other public forum or elsewhere);
 - used in relation to any promotional or commercial purposes (including any advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services;
 - transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - bundled with any other goods or services, without TCC's prior written consent.

WARNING: Any Ticket that is (or TCC reasonably believes is intended to be) altered or otherwise fraudulently dealt with, offered for sale, sold, transferred or provided in breach of these Conditions may be cancelled by TCC without notice and any Ticket Holder seeking to use the Ticket may be refused entry without refund or compensation of any kind.

CANCELATION POLICY AND REFUND

If canceled up to Friday March 31, 2024, a cancellation fee of 50% of the ticket price paid will be applied and the remainder (50%) will be refunded. If canceled after Friday March 31, 2024, no cancellation will be allowed and no refunds will be made.

CONFERENCE CANCELING AND ALTERATIONS

TCC reserves the right to cancel Conference or make alterations to the times, dates and Venues of the Conference or other details governed by any Ticket in the event of unforeseen or other circumstances, including without limitation, force majeure, safety and security concerns or decisions from any other competent authority. In the event of such alteration, TCC will not be liable to the Ticket Holder or any other person for any loss resulting from such change. In the event that Conference is cancelled, or Ticket Holders are not permitted to attend the Conference, any entitlement to a refund or compensation to which a Ticket Holder may be entitled (which in any event shall not exceed the face-value of the Ticket) shall be strictly governed by the refund/compensation process which shall be established by TCC for the purposes of the Conference.



PHOTOGRAPHS AND OTHER RECORDING

- 1. Photographs or any other recording of sound or images may be used only for personal, private non-commercial purposes. It is forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, image, description of the Conference in whole or in part, or assist any other person(s) conducting such activities. Making, or distribution of, broadcasts, commentary, news reports (by any means in any format or media including any such content made, recorded, or captured in still or moving form by mobile phone or other wireless device) is also forbidden.
- 2. Any person attending a Conference:
 - acknowledges and agrees that TCC is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken at the Conference (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings;
 - hereby unconditionally and irrevocably grants to TCC a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder at the Conference in breach of these Conditions.

PERSONAL INFORMATION

- 1. The Ticket Holder agrees that their personal information provided to TCC by the Ticket purchaser and any other Ticket Holder may be processed and stored by TCC as necessary for the performing of the contract evidenced by these Conditions, including for the purposes of the implementation of these Conditions and for administration, communication, enforcement and access control purposes related to the Conference. Ticket purchasers and other Ticket holders, acknowledge and understand that TCC may provide their personal information to the third persons in connection with such purposes. The Ticket purchaser has a right of access to, and correction of, his/her personal information.
- 2. Any information requests should be addressed to: Ticketing Manager, DEVELOP SP. Z O.O. | 00-8, Warsaw, Poland, Dłu 9, or <u>info@testconf.com</u>.

SEVERABILITY

- 1. In the event that any provision(s) of these Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.
- 2. TCC reserves the right to make amendments to these Conditions from time to time, which updated version will be available at <u>https://site.com/oferta/3655</u> and, upon request, from TCC, at the address set out in above.

GOVERNING LAW

These Conditions will be governed by and interpreted in accordance with applicable laws of the EU. All disputes arising from or related to these Conditions will be submitted to the competent Court in



Poland. Nevertheless, TCC reserves the right to pursue any legal proceeding in the competent courts at the defendant's domicile.

CONTACT INFORMATION

TEST CAPITAL COMPANY (DEVELOP SP. Z O.O.) 00-8, Warsaw, Poland, Dłu 9 NIP: 10001100009

<u>+48 000 000 111</u> info@testconf.com

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