



## GATHER by BETTERUP EVENT TERMS & CONDITIONS

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These **Gather by BetterUp ("Gather") Event Terms & Conditions** apply when you register for and/or attend the Gather Event. If you have any questions about them, please contact [coachevents@betterup.co](mailto:coachevents@betterup.co).

### **REGISTRATION AND RATES**

Once you complete the purchase of your registration, the rate is final. It is your responsibility to confirm that the price displayed at checkout is the price that you expect and agree to pay before you complete your purchase.

We may offer a promotional, voucher, discount, invite, or similar code ("Promotional Code"). The value of the Promotional Code value cannot be applied towards another event or towards any other product or service offered by BetterUp. Promotional Codes cannot be applied retroactively to a previously completed purchase. Any such Promotional Codes have no cash value.

If you are registering on behalf of someone else (e.g. another coach), you are responsible for obtaining your attendee's permission to share their personal information with BetterUp and for BetterUp, its vendors, and/or Gather event sponsors to use their information as described in the 'Privacy' and 'Scanning' sections below. You are also responsible for your attendee's compliance with these terms and conditions. We may refuse entry or cancel registration for any attendee that does not comply.

The Gather event is intended for BetterUp coaches and capacity at our in-person event is limited.



We reserve the right to convert registrations to virtual if needed to increase capacity. If we convert an attendee's registration from in person to virtual we will promptly refund any associated fees which we have been paid.

### **CANCELLATION POLICY**

1. If you cancel your registration within ten (10) days of registering for the Gather event and it is more than ninety (90) days before the event date, you are entitled to a 100% refund of your registration fee.
2. If you cancel your registration at least 90 days before the event date, you are entitled to a 50% refund of your registration fee.
3. No refunds will be provided for cancellations made less than 90 days before the event date.
4. Personal emergencies requiring cancellation may be eligible for a partial refund of your registration fee, subject to our discretion.

In the event that we have to reschedule or cancel the Gather event, or if we have to change the format to a digital-only event, we'll notify you by public announcement on [www.betterup.com/gather](http://www.betterup.com/gather), by email, and/or by other methods. If the event is canceled, your registration will also be canceled and we'll refund any registration fees received from you.

To cancel your registration (and get your refund, if applicable), you will need to notify us in writing at [coachevents@betterup.co](mailto:coachevents@betterup.co).

If you're entitled to a refund, the amount refunded will be based on the fees paid for the registration(s) you cancel and will be refunded to your original payment method – we will not issue checks for refunds.

Remember that canceling your registration does **not** cancel your travel arrangements. You are responsible for canceling your own travel reservations.

These cancellation terms apply regardless of the reason that you cancel (even if you need to cancel for reasons that are out of your control).

### **REGISTRATION TRANSFER**

If you can no longer make it to the Gather event, you may also have the option of transferring your registration to someone else.

If you purchased a registration to the Gather event, it can be transferred up until your badge is picked up onsite. Once your badge has been picked up, it's non-transferable and cannot be shared or used by anyone other than the person whose name appears on it.

Registrations using Promotional Codes (including but not limited to those for speakers, BetterUp employees, staff, and other invited guests) are intended exclusively for use by the recipient of the Promotional Code and cannot be transferred to someone else.

If you would like to transfer your registration, you will need to notify us in writing at [coachevents@betterup.co](mailto:coachevents@betterup.co). In order to transfer a registration, you must be able to demonstrate to our satisfaction that you are the original registrant or purchaser, or that you are otherwise



authorized to make changes to the registration.

Remember that transferring your registration does **not** transfer your travel arrangements. You are responsible for modifying your own hotel and travel reservations.

## **PRIVACY**

Your privacy is important to us, so please read our full [Privacy Policy](#), which is incorporated into these terms by reference.

### **Registration data**

We may share your registration data with our vendors in order to provide event information and help improve your experience at Gather or future events. We may also share your registration data with vendors related to Gather. By providing your registration data to us, you grant us permission to do share your data.

BetterUp will not sell, rent, or give your registration data to third parties. You also may have the option of sharing your information (such as your avatar, name, company, and job title) directly with other attendees or sponsors through our event app or other online communities. If you choose to share (or allow us to share) your information, you understand that we do not control how other attendees or sponsors use your information. Please note, you will have control over which information is shared with other attendees and/or sponsors, and you can choose whether or not to share your information. If you believe a sponsor or other attendee has collected your information without your consent, please inform us immediately.

## **BEHAVIOR AND CONTENT**

If we, in our sole discretion, determine that you are behaving in a manner that is or could be disruptive to the event or other attendees or is in violation of these terms, we can limit your access to Gather or ban you from the event. If your access is limited to Gather or you are banned from the event, you shall not be entitled to any form of refund or compensation. At our discretion, we may also ban you from future events.

Drones are not allowed at the event. Hoverboards, rollerblades, roller skates, skateboards or use of other forms of recreational transportation devices are also not allowed at the event. Weapons of any kind are not allowed at the event. The venue may have additional restrictions. This section doesn't restrict you from using any required assistive device (like, a wheelchair, walker, or motorized scooter) if needed due to a disability or injury. If you need any assistance navigating the event, please contact us at [coachevents@betterup.co](mailto:coachevents@betterup.co) or ask a Gather event representative on-site.

Unless you have the express prior written permission of the Gather event producer, you may not bring to the event any of the following: any photography device which is designed for, or suitable for, any commercial purpose, monopods, boom arms, any device which could be used to mount or hold an audio or visual device or could be used to extend a person's reach, or any audio or video recording devices. The Gather event producer reserves the right, in its sole discretion, to prohibit any device it believes may be used in violation of these terms, which it believes poses a safety risk, or which it believes may lessen the enjoyment of the event by others.



The views or opinions expressed by any event attendee, speaker or sponsor are not necessarily our views or opinions. All event attendees, speakers, and sponsors are responsible for their own content (including presentations, marketing collateral, advertising and online Web content). You are not allowed to use any content that infringes another party's intellectual property rights, is harassing, misleading, or unlawful.

You are prohibited from using the Gather event name or the names of our sponsors for commercial purposes without our prior written permission first.

## **BADGES**

If you attend the Gather event in person, you'll need to wear your wearable badge at all times when you're at the event.

### **Onsite pickup**

All attendees must pick up their badge as instructed. You will not be permitted to access any part of the in-person event without a badge. Your badge will NOT be shipped to your address, but will be available for you to pick up at our registration area.

To pick up your badge, you'll need to show a government-issued form of photo ID, like a driver's license or passport. The name on your photo identification must match the name on your registration. If you've had a recent change in your name (for example, if you recently got married) and your registration does not match your photo ID, please bring documentation of your name change.

Individuals must pick up their own badge. This means that you can't have another coach or an assistant pick up your badge for you (and you can't pick up theirs for them).

If your badge is lost or stolen, you should notify us immediately by emailing [coachevents@betterup.com](mailto:coachevents@betterup.com) or letting a member of our onsite staff know. We will issue replacement badges on a case-by-case basis and at our sole discretion.

### **No badge transfer or resale**

All Gather event badges are for use only by the original authorized attendee whose name is listed on the badge ("Authorized Attendee"). Badges are not transferable. Badges cannot be shared by multiple people. Likewise, all badges provided to speakers, production personnel, vendors, sponsors, and other guests of Gather are for use by those people only, and are not transferable. Badges obtained from unauthorized sources may be counterfeit and are worthless.

Badges may not be sold, transferred, or used for any form of commercial or trade purposes, including but not limited to promotions, contests, commercial or advertising purposes, housing, hotels, vacation rentals, sweepstakes, charitable giveaways, or other activities without our prior written consent. No sponsorship, on-site marketing, sampling, vending, coupon/product distribution, or other promotional activity may be conducted at the Gather event (inclusive of parking lots), without our prior written approval in each instance. Any badges used in violation of this provision shall be deemed revoked and void and their bearers deemed trespassers at the event.

Resale or attempted resale of badges is grounds for termination of your registration under this agreement and cancellation of the badge.



## **AGE LIMITATIONS**

Attendees must be at least 21 years of age to attend the Gather event and all related activities. If you'd like to request an exception to this, you'll need to send your request in writing to [coachevents@betterup.co](mailto:coachevents@betterup.co).

## **PHOTOGRAPHY, VIDEO AND AUDIO RECORDING**

Unless we notify you otherwise, then you're permitted to take screenshots or photographs (collectively, "Photos") of most sessions at the Gather event, as long as you comply with these terms.

These Photos might include content or material that is protected by copyrights, trademarks, or other rights which we own or license. Other than for your sole personal use, you are not allowed to copy, reproduce, publish, or distribute the Photos without our written permission.

You may disseminate the Photos through social media (like tweeting, or posting to Facebook or Instagram), so long as you are otherwise in compliance with these terms.

You shall not use any Photo (1) in a way that is misleading or disparaging, (2) in a way that implies that the content of the Photo is your own, (3) for commercial purposes or in a way that implies that we endorse, sponsor or approve of your business, services or products, or (4) in violation of applicable law (including but not limited to privacy laws) or in connection with an obscene, indecent, or unlawful topic or material. Upon request, you shall immediately comply with our request. If we notify you that the Photos aren't allowed, then you agree that you won't take any Photos. Violation of this section provides immediate grounds for removal.

By attending the Gather event and any related activities, you consent to having your image, voice, likeness, presentation and/or other copyrightable material recorded, including video, audio, and still photography. We reserve the right to use recordings taken at the Gather event and related activities however we might choose to, without giving you notice or any compensation. We may use them, for example, in our press releases, marketing materials, or other publications.

## **SECURITY AND SAFETY**

By attending the Gather event in person, you understand we may randomly check bags or other personal belongings, and you agree to not leave any of these unattended at any time. You also agree that you won't bring anything to the Gather event that could cause a safety risk or be a safety hazard.

All security concerns should be reported to the Gather event staff and/or venue staff immediately. Our security team and hotel security may take whatever measures they deem appropriate without prior notice in order to aim to ensure the safety of attendees at the Gather event. You must comply with the direction of our security team, as well as all applicable rules and regulations.

Attendees and their belongings may be searched upon entry into the Gather event, and you,



your Authorized Attendees consent to such searches and waive any related claims that might arise against the Gather event, its employees and its agents related to such searches. If you or your Authorized Attendee elect not to consent to such searches, you or they may be denied entry into the Gather event.

## **ASSUMPTION OF RISK**

You understand and agree that there are certain risks of personal or property injury, illness, and/or death associated with attending the Gather event, including, without limitation, risks related to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19"). You understand and agree (a) that the risk of exposure to COVID-19 cannot be fully eliminated and is increased by proximity to other people, (b) that an inherent and elevated risk of exposure to COVID-19 exists in any public place or place where people are gathered, (c) that attending Gather may involve coming into close contact with other people, (d) that there is no guarantee, express or implied, that you will not be exposed to COVID-19 and (e) that exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death.

Despite these risks, you voluntarily assume ALL known and potential risks and danger of injury and/or death from any cause, resulting from, in connection with, or incidental to the Gather event, including exposure to COVID-19. By accepting possession or by using any wearable device, you expressly assume all risks and dangers arising from or incidental to the Gather event, whether such risks occur before, during, or after the event, and agree that the Gather event, our employees, vendors, speakers, sponsors, and agents are not responsible for any such risks and dangers.

## **AGENDA AND LIABILITY**

We may make updates to the agenda from time to time, which could include a change in speakers or the cancellation of certain sessions. We can't promise the attendance of any speaker, entertainer, or presenter and won't refund your registration or provide any other compensation based on changes to the agenda.

Your Gather event registration does not guarantee you will be granted admission to all sessions, areas, or amenities, nor does it guarantee admission to any certain session. All sessions are subject to capacity limits and availability and certain sessions may be open only to certain attendees, invited at the sole discretion of the event organizer, which can be revoked at any time. Receiving an "invite code" or similar to the event does not constitute an invitation to all sessions.

We can't guarantee the event will be free from heckling, phishing, or anything other kind of harmful attendee interaction.

The Gather event is provided as-is, without warranty of any kind, express or implied. If we are determined to have any liability to you, you agree our aggregate liability will be limited in all cases to one hundred dollars (US \$100.)

## **CONFIDENTIALITY**



While attending the Gather event, we may share information that shall be deemed Confidential Information to you and you agree to: (1) not disclose this information and (2) treat this information as confidential and proprietary. As used herein, "Confidential Information" means all information disclosed by BetterUp, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## **THESE TERMS**

Please be aware that we may update and change any part or all of these Terms and Conditions at any time without notifying you first. If we update or change these Terms and Conditions, the updated Terms and Conditions will be posted at <https://www.betterup.com/legal-hub> (or other website we designate). The updated terms will become effective and binding on the next business day after they are posted. When we change these terms, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these terms periodically. If you don't agree to these terms, then you shouldn't register for the Gather event. By attending the Gather event, you also agree to abide by the terms and conditions of the event venue as provided during the event.