

# **UPLIFT EVENT REGISTRATION TERMS & CONDITIONS**

Last Modified: January 25, 2023

### **REGISTRATION AND RATES**

Once you complete the purchase of your registration, the purchase and rate are 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. Registrations are nonrefundable and nontransferable unless otherwise noted.

We may offer a promotional, voucher, discount, invite, or similar code. Their 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 codes have no cash value.

If you are registering on behalf of someone else (e.g. your boss), you are responsible for obtaining your attendee's permission to share their personal information with BetterUp and for BetterUp, its vendors, and/or Uplift 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.

Uplift is intended for an executive-level audience and capacity at our in-person event is limited. We reserve the right to convert registrations to virtual in order to ensure our limited in-person seats are available to executive leaders. In the event we do convert an attendee's registration from in person to virtual we will promptly refund any associated fees which we have been paid.

## **CANCELLATION**

In the event that we have to reschedule or cancel Uplift, or if we have to change the format to a digital-only event, we'll notify you by public announcement on www.betterup.com/uplift, 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. If the event is rescheduled or changed to a digital-only format and you're no longer able or wish to attend, you may cancel your registration by giving us written notice within two (2) weeks of receiving our notice. If you do not notify us of your cancellation within that time, you will not be eligible for a refund. To cancel your registration (and get your refund, if applicable), you will need to notify us in writing at uplift@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.



#### **PRIVACY**

Your privacy is important to us, so please read our full privacy policy <u>here</u>, 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 Uplift or future events. We may also share your registration data with vendors related to Uplift. By providing your registration data to us, you grant us permission to do these things.

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. The important point here is that 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, then we can limit your access or ban you from the event. If we do, you aren't 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 getting around the event, please contact us at uplift@betterup.co, or ask an Uplift representative on-site.

Unless you have the express prior written permission of the 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, selfie sticks, tripods, monopods, boom arms, any device which could be used to mount or hold a photography device or could be used to extend a person's reach, or any audio recording devices. The 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 Uplift name or the names of our sponsors without our prior written permission first.

## **BADGES**

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

## **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 (like if you got married, for example) 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 a coworker or 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 uplift@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.

## Scanning

Your badge may be scanned as you enter certain sessions or when you access other areas and amenities at Uplift. Among other things, this helps us to track and provide information on capacity, as well as make sure folks have the right access. If you are not willing to have your badge scanned, you will not be permitted to access these sessions, areas, or amenities.

Our sponsors may have the option to scan your badge to retrieve the personal information that you provided at registration, including your name, company, and email address. If your data is collected by a sponsor—by scanning your badge or through any other means—it will be used and stored according to their privacy and data retention policies, which they should allow you to review before providing your data. You are never required to allow a sponsor to scan your badge and if you're not comfortable with any of their policies, you shouldn't provide them with your data.



## No badge transfer or resale

All Uplift badges are for use only by the original 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 Uplift 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 Uplift (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 Uplift.

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 18 years of age to attend Uplift and all related events. If you'd like to request an exception to this, you'll need to send your request in writing to uplift@betterup.co.

# PHOTOGRAPHY, VIDEO AND AUDIO RECORDING

Unless we notify you otherwise, then you're permitted to take screenshots, photos, videos, or audio recordings (collectively, "recordings") of most sessions at Uplift, as long as you comply with these terms.

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

We allow you to disseminate the recordings through social media (like tweeting, or posting to Facebook or Instagram), as long as the clips aren't more than one minute in length and you are otherwise in compliance with these terms.

You may use any recordings (1) in a way that is misleading or disparaging, (2) in a way that implies that the content of the recordings 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 will immediately comply with our request. If we notify you that recordings aren't allowed, then you agree that you won't take any recordings.



By attending Uplift and related events, 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 Uplift and related events however we might choose to, without giving you notice or any compensation. We might use them, for example, in our press releases, marketing materials, or other publications.

Members of the press will need prior approval to attend and upon approval will be able to bring approved recording devices.

#### **SECURITY AND SAFETY**

By attending Uplift in person, you understand we might 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 Uplift that could cause a safety hazard.

All security concerns should be reported to Uplift staff immediately. Our security team may take whatever measures they deem appropriate without prior notice in order to aim to ensure the safety of attendees at Uplift. 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 Uplift, and you, your Authorized Attendees consent to such searches and waive any related claims that might arise against Uplift, 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 Uplift.

## **ASSUMPTION OF RISK**

You understand and agree that there are certain risks of personal or property injury, illness, and/or death associated with attending Uplift, 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 Uplift 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 Uplift, 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 Uplift, whether such risks occur before, during, or after the event, and agree that Uplift, our employees, vendors, speakers, sponsors, and agents are not responsible for any such risks and dangers.



#### **AGENDA AND LIABILITY**

We might 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 Uplift 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.

Uplift 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.)

## **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 Uplift.