

## DesignUp Conference 2018 | TERMS OF USE

These terms and conditions (**Terms**) govern your purchase of the tickets for (**Tickets**), and attendance of DesignUp 2018 conference proposed to be conducted by DesignUp Conf LLP (**DesignUp**), a limited liability partnership having its registered office at 4<sup>th</sup> Floor, Salarpuria Tower 1, No.22 industrial Layout, Hosur Road, Bangalore 560095 on 25-27<sup>th</sup> October 2018 (**Conference**).

Before proceeding, please read these Terms carefully and click on the "Accept" button provided [below] **OR** [in the pop-up dialog box]. If you do not agree to these Terms, you will not be able to access or use the website and purchase Tickets. By clicking "Accept", you signify your acceptance of these Terms (as amended from time to time), and agree to be bound by them. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE CLICK ON THE "EXIT" BUTTON AND YOU WILL BE REDIRECTED AWAY FROM THE WEBSITE.**

These Terms may be amended by DesignUp from time to time. You are advised to periodically review the Terms on the website from time to time such that you are aware of the amendments, if any. The terms "**user**", "**you**" hereunder refer to the person visiting, purchasing Tickets, accessing, browsing through and/or using the website at any point in time. The terms "**we**", "**us**", "**our**" refer to DesignUp. Should you have any clarifications regarding the Terms, please contact us at [team@designup.io](mailto:team@designup.io).

### 1. Tickets

Tickets may only be purchased by persons who can form legally binding contracts under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you cannot purchase a Ticket or transact on or use our website. However, you may use the website under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. DesignUp reserves the right to cancel any Ticket and / or refuse to provide you with access to the website if it is brought to DesignUp's notice or if it is discovered that you cannot form legally binding contracts.

To purchase a Ticket, you will first need to provide us with your email address and mobile number. If you require an invoice for this purchase, you will also be required to provide us with the name of your company, your GSTIN and your billing address. Any personal information collected by us in this process will be governed by our privacy policy which can be accessed here <https://termsfeed.com/privacy-policy/350c39e0e20affa336118978aa10bc20>.

Any purchase of Tickets is subject to availability and you making full payment. Tickets purchased are non-refundable. You may transfer your Ticket to another person however DesignUp must be informed of such transfer atleast 1 week prior to the Conference via email to [team@designup.io](mailto:team@designup.io). This email should specify details of the person to whom the Ticket has been transferred to, including their contact details. Delegate passes issued for use at the Conference are valid for the named attendee only and you may be asked for photographic ID during the Conference. If you are unable to provide identification which matches your delegate pass, you may be asked to leave the Conference.

### 2. Conference

Once purchased, a Ticket will grant you access to the events that you have signed up for (these could be for 3 days or 2 days, as applicable). You will be provided with lunch on the days of the Conference along with 2 servings of tea or coffee on each day. Any other consumption of food, beverage or the facilities at the venue will be at your own cost.

The Conference is proposed to be conducted at The ShangriLa Hotel, Bangalore on 25,26,27 October 2018. It may be necessary for reasons beyond our control to alter the advertised content, timing and venue of the Conference or the speakers. We reserve the right to do this at any time and our sole discretion. Any changes to the venue, dates or speakers shall be communicated to you on your

registered email. If you are unable to attend the Conference as a result of any of these changes, we are happy to accommodate substitute delegates at no extra cost provided we have at least 7 days prior notice of the same. No refunds will be given in respect of any cancellations or non-attendance.

Please note that certain events such as workshops require a reservation and are on a first come first served basis. These events can be booked after **[1 October 2018]** using the link that we will send to your registered email address.

### **3. Conduct**

As an attendee of our Conference, you agree that you will always:

- (a) be considerate and respectful of other cultures, backgrounds, perspectives and ideas;
- (b) behave in a professional manner and refrain from engaging in any harassment, offensive or exclusionary behaviour towards other attendees and participants of the Conference;
- (c) resolve misunderstandings (if any) directly by engaging in open dialogue and being receptive and respectful to feedback;
- (d) immediately notify the organisers or moderators if you experience any harassment or witnessed any such offensive or unacceptable behaviour by others;
- (e) provide authentic and true information in all instances where any information is requested of you;
- (e) remain in compliance with applicable law.

### **4. Disclaimer**

While we require all our attendees to strictly abide by our code of conduct, we will not be liable for any actions or omissions of other attendees or participants of the Conference. Further, we will not be liable for any personal injuries at the venue.

Any dispute between you and any other attendee or participant that may occur during the Conference shall not be the responsibility or liability of DesignUp. DesignUp shall not be held liable for any negligent conduct or behaviour, whether actions or omissions, of any attendee or participant of the Conference.

### **5. Attendee Information**

By signing up to these Terms, you hereby give us the right to send you all material pertaining to the Conference, including promotional material. You also give us the right to contact you on behalf of our sponsors. All communication will take place over your registered email address.

You have the right to opt-out from receiving any promotional material and to do so you must write to us and indicate your preference.

We do not under any circumstance sell or market your information to third parties. Our use of your information shall only be for the purposes of the Conference and related matters and shall be in accordance with our privacy policy.

### **6. Content & IP**

All rights in all presentations, documentation and material published or otherwise made available as part of the Conference (including but not limited to our logo, any documentation packs or audio-visual recording of the Conference) (**Content**) is owned by DesignUp or included with the permission of the owner of the rights in such Content. No (i) photography, filming or recording; or (ii) publication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer, copy or in any other way use any of the Content.

The Content does not necessarily reflect our views or opinions. Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. While we take reasonable care to ensure that the Content created by us is accurate and complete, some of the Content is supplied by third parties and we are not responsible for the accuracy or completeness or the same. The Content is provided on an 'AS IS' basis without any warranties of any kind, express or implied. Consequently, DesignUp will not be liable for any costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.

You agree and acknowledge that all the content provided or used by DesignUp at the Conference is contains copyrighted material, trademarks and other proprietary information owned by DesignUp or its licensors. Nothing in these Terms shall be construed as conferring you with a license to any intellectual property rights in such content.

## **7. Indemnity**

You hereby agree to keep and hold DesignUp, its partners, officers, employees and agents, fully indemnified and harmless from and against all claims, proceedings, penalties, damages, losses, actions, costs and expenses arising out of any of your actions in violation of these Terms or violation of any law, rules or regulations or the rights of a third party and/or any fraudulent act on your part.

Nothing in this these Terms shall limit or exclude your liability for death or personal injury caused by that your negligence, or the negligence of your employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

You hereby acknowledge and agree that in no event will DesignUp be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, reputation, goodwill, business opportunities, data or other intangible losses or be liable for any loss or damages of any kind whatsoever resulting from your attendance or participation of the Conference, however arising whether by tort or by contract, even if DesignUp knows or has been advised of the possibility of such damages. We also disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with the Conference.

## **10. Force Majeure**

We may need to cancel or reschedule the Conference owing to the occurrence of a force majeure event that is outside our control including but not limited to acts of God, lightning, storm, fire, explosion, war, military operations, acts or threatened acts of terrorism, any strike action, lock-outs, pandemics, epidemics or other widespread illness. In such a case, we will not be liable for any costs or expenses that you may incurred towards the Conference.

## **11. Governing Law & Dispute Resolution**

These Terms shall be governed by the laws of India and any disputes or proceedings arising hereunder shall be subject to the jurisdiction of the courts in Bangalore.