ResponseCon 2017 Conference Terms and Conditions

I. The Conference

- 1. These Terms and Conditions govern the participation in ResponseCon 2017 Conference taking place in Boston, on October 17-18, 2017 ("Conference").
- 2. The official Conference website is available at: https://www.getresponse.com/responsecon/boston

II. The Organizer

The Conference is being organized by GetResponse Sp. z o. o. (limited liability company incorporated under the laws of Poland), with its registered office at Arkonska 6/A3, 80-387 Gdansk, Poland, entered into the register of enterpreneurs kept by the Dictrict Court Gdansk-Polnoc in Gdansk, VII Commercial Division of the National Court Register under the number: 0000187388 ("GetResponse").

III. The Participant

- 1. The Conference is open to anyone who is an adult, legally responsible under applicable laws and meets other requirements stipulated in these Terms and Conditions ("Participant").
- 2. Any entity may register for the Conference any of its employees, directors, officers, partners, contractors or agents.
- 3. The Conference is addressed to individuals whose participation in the Conference is wholly or mainly connected with their business, trade, craft or profession.
- 4. To participate in the Conference, you should register at <u>www.responseconboston.eventbrite.com</u> and pay a registration fee. Registration will be open until the day of the Conference or until ticket stocks are exhausted.
- 5. In view of the kind of the Conference, stiputaled in sec. 3 above, to register for the Conference you are obliged to provide actual contact information including email address, company name, and job title of each Participant.

- 6. GetResponse reserves the right to verify whether Participants meet the requirements of these Terms and Conditions and other applicable law regulations.
- 7. Registration for the Conference constitutes your acceptance of these Terms and Conditions and your commitment to follow them.

IV. Tickets

- 1. You are obliged to pay a registration fee of:
- a) \$199 (in words: one hundred ninety nine US Dollars) in order to register for two days of the Conference;
- b) \$149 (in words: one hundred forty nine US Dollars) in order to register for the first day of the Conference;
- c) \$99 (in words: ninety nine US Dollars) in order to register for the second day of the Conference.
- 2. All payments will be collected online via <u>www.eventbrite.com</u>.
- 3. You will receive the payment confirmation and the ticket granting the admission for the Conference.
- 4. You may purchase up to 10 (ten) individual tickets. The ticket should be submitted at the Conference in order to confirm the Participant's identity.
- 5. Subject to sec. 7 below, all payments made via www.eventbrite.com are non-refundable.
- 6. In case of cancellation of the Conference for any reason, all the purchases made prior to such a cancellation will be refunded.
- 7. In order to obtain a refund, you should contact GetResponse at <u>responsecon@getresponse.com</u> and send your payment confirmation. Refund requests will be responded within 5 (five) business days.
- 8. Each individual ticket of \$199, granting the admission for two days of the Conference, entitles you to receive 6 months free subscription of the new GetResponse Pro account with 5,000 (five thousand) subscribers' list size (the Promotion). If the subscribers' list size is exceeded, you will be charged with additional fee, which is the difference in a monthly price for the limit of subscribers you have reached in the billing period and the limit you get under the Promotion(standard prices may be viewed here: https://secure.getresponse.com/pricing). The

Promotion is not available as an upgrade of existing free or paid GetResponse accounts. During the Conference the Participants will be provided with vouchers entitling them to benefit from the Promotion.

V. Other Provisions

- 1. You agree to indemnify and hold GetResponse, its employees, directors, officers, co-operators and representatives harmless from any and all claims, losses (either direct or indirect), damages, expenses, including but not limited to attorney fees, arising out of your failure to comply with the obligations under these Terms and Conditions, your violation of any law regulations or any third party rights, arising out of or related to your participation in the Conference.
- 2. Your personal data (such as name, address, email address, company name, job title and other), provided to GetResponse with respect to registration for the Conference, will be processed by GetResponse for the purpose of running the Conference as voluntarily entered into by you under these Terms and Conditions, as well as for the purpose of the legitimate interests pursued by GetResponse (direct marketing of GetResponse products or services, vindication of claims or otherwise).
- 3. You may request access to some of personal data processed by GetResponse, as well as ask to correct, update or delete any inaccurate data.
- 4. GetResponse ascertains that your personal data will be processed in accordance with the rules set forth in these Terms and Conditions and all applicable law regulations. GetResponse takes all reasonable steps to protect your personal data from loss, misuse, unauthorized use, acces, inadvertent disclosure, alteration and destruction.
- 5. Registration for the Conference constitutes your consent of the dissemination and use of your image in all forms for GetResponse's promotional purposes, without time or territory limits, settled in the course of or in connection with your participation in the Conference.
- 6. You represent and warrant to obtain consent of all relevant

persons you register for the Conference (i)to any disclosure of their personal data provided to GetResponse with respect to such registration, (ii)dissemination and use of their image as well as (iii) their commitment to follow these Terms and Conditions. You shall indemnify and hold GetResponse harmless from and against any consequences, losses, damages, costs and/or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever resulting from any failure to obtain such consents.

- 7. GetResponse does not cover any of your transportation and accommodation costs.
- 8. GetResponse does not take any responsibility for local political opinions, religious beliefs or other views of a similar nature.

VI. Final Provisions

- 1. GetResponse reserves the right to cancel or postpone the Conference at any time for any reason.
- 2. GetResponse reserves the right to change these Terms and Conditions at any time without prior notice.
- 3. Any questions or complaints regarding the participation in the Conference may be asked or made via email: <u>responsecon@getresponse.com</u>.
- 4. For any matters not covered by these Terms and Conditions, the laws of Poland shall apply. Any disputes concerning participation in the Conference shall be resolved by courts having jurisdiction over the registered office of GetResponse.