

2022 PUBLIC SECTOR DIGITAL MARKETING SUMMIT TERMS & CONDITIONS

GENERAL

This document includes our Terms and Conditions ("Terms") applicable to the 2022 Public Sector Digital Marketing Summit ("Event") organised by Digital Training Institute Ltd trading as Public Sector Marketing Institute, in relation to the registration, participation, and where applicable cancellation of the Event whether physical or virtual by the organiser or attendee. We reserve the right to reject any request to attend the Event, if deemed inappropriate.

BINDING EFFECT

Upon completion of the online booking form, you are considered 'booked' (pending payment, where applicable). Please note that by submitting your booking, you agree to these Terms without modification and you enter into a binding contract with us when you purchase a ticket for the Event.

If you purchase a ticket for the Event on behalf of an entity, you agree to these Terms on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will also refer to that entity. If you do not have such authority, or if you do not agree to any portion of these Terms, please do not purchase a ticket for the Event.

PROGRAMMES CHANGES

It may be necessary to change the Event content and timing of the programme, the speakers, the date or the venue at any time prior to the Event. In that case, we will notify you and you will be given the opportunity to cancel your registration, according to Section 3. Should you decide to cancel your registration on these grounds, we are not responsible nor liable for any costs and/or expenses you may incur due to the cancellation of your registration (aside from the ticket costs).

PAYMENT OF FEES

You undertake to pay the relevant fees (all taxes included) as specified on the booking form if you wish to attend the Event. The fees shall be paid in accordance with the conditions set out on the booking form. In the absence of specific conditions on the registration form, the fees shall be paid in accordance with the payment terms as set out on the invoice, but in any case, payment should be at the latest 7 days prior to the event. Late bookings will be accepted but payment must be received before attending the event.



Mobile:
+353 (0) 87 6237373



Email:
info@publicsectormarketingpros.com
joanne@digitaltraining.ie



Web:
publicsectormarketingpros.com
digitaltraining.ie

BOOKING CONFIRMATION

You agree and understand that your registration for the Event is subject to our confirmation and it will be sent to you via email. We are entitled to deny your registration without cause.

2. CANCELLATION BY THE HOSTING ORGANISATION

The Hosting Organisation (Digital Training Institute Ltd) may at any time, with or without giving notice, in its absolute discretion and without giving any reason, cancel your registration and/or cancel or postpone the Event, whether physical or virtual, change its venue or any of the other published particulars, or withdraw any invitation to attend. In case of cancellation/postponement of your registration by the Hosting Organisation and/or cancellation of the Event by the Hosting Organisation, the paid Event fees (if any) will be reimbursed to you in due time subject however to the provisions of section 10. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

3. CANCELLATION OF REGISTRATION BY YOU

CANCELLATION

Without prejudice to the following section entitled "Right of withdrawal", if the Event requires payment of fees, cancellation conditions will be set out on the registration form or in the subscription process. In the absence of specific conditions, cancellation is possible up to two (2) weeks (fourteen (14) calendar days) before the start of the Event without payment of any cancellation fees except for the credit card transaction fee.

Without prejudice to the following section entitled "Right of withdrawal", in case of cancellation at a later time, or in case of no show, all fees remain due. We would however be pleased to accept a substitute participant without additional costs provided that you abide by these Terms in respect of the substitute participant. Should you decide to cancel your registration or withdraw, we are not responsible nor liable for any costs and/or expenses you may incur due to the cancellation of your registration.

RIGHT OF WITHDRAWAL (WHERE APPLICABLE)

Notwithstanding the foregoing, provided that you are a consumer, you have a right of withdrawal of fourteen (14) calendar days from the day of your purchase or your registration to the Event (whichever the later) without having to provide a justification [please note that you will not benefit from a right of withdrawal if (i) you are not a consumer, that is you are not an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession, and/or if (ii) these



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Terms are fully performed by the Hosting Organisation within the fourteen (14) days withdrawal period (e.g. if you purchase a ticket for an Event taking place in seven (7) days' time, you cannot attend that Event and then exercise your right of withdrawal). The withdrawal period will expire after fourteen (14) days from the day of your purchase or your registration to the Event (whichever is the later). To exercise the right of withdrawal, you must inform us by email at info@publicsectormarketingpros.com of your decision to withdraw from the registration for the Event. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal: If you have the right to withdraw and that you actually withdraw from the registration for the Event, we shall reimburse to you all fees received from you (if any) pertaining to the registration, including the costs of delivery (if any), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from the registration for the Event. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

4. DELEGATE PACK

In most circumstances, papers will be issued on the day of the Event. This documentation is made available only to those attending the Event in-person. This documentation is provided for your personal use and may not be reproduced, shared or distributed (whether in whole or part) by any method whatsoever without prior written permission given to you by the copyright owner.

5. TRAVEL AND HOTEL ACCOMMODATION

You are fully responsible for making your own travel and accommodations arrangements.

We will not be liable for any travel or accommodation formalities and/or expenses or if you are unable to attend the Event due to a Force Majeure event or any event out of our control.

6. ASSISTANCE – DIETARY REQUIREMENTS (WHERE APPLICABLE)

If you need any special assistance (e.g. in relation to a person who is blind/visually impaired or a person with a physical disability), please contact the event organiser in advance by email to arrange such assistance at the Event.

Please also contact us at info@publicsectormarketingpros.com if you have any specific dietary requirements.



By registering and/or by participating to the Event wherever physically or virtually, you acknowledge that your personal data will be collected and processed by us in order to organise this Event and manage your participation. We do not share your registration data with any third party organisations.

8. PHOTOGRAPHY AND FILMING

By registering and/or by participating to the Event wherever physically or virtually, you acknowledge that certain sessions and/or social functions may be, photographed and/or filmed and/or web streamed and that some of these photos and video recordings can be used for news, promotional purposes, future marketing materials, illustration, information and dissemination activities via our websites or inclusion on social media pages. Participation and attendance in the Event (whether online or not), indicates your consent to being included in the recording. Should you have any concerns about this, or do not wish to be featured in any of these materials, please approach the Event planner and inform them on the day of the Event. However you are advised that incidental inclusion of some images of yourself within any recording or photos may take place. Photos and recordings will be publicly available.

9. INTELLECTUAL PROPERTY

You agree that all elements made available by the Hosting Organisation or made available via the Hosting Organisation in connection with the Event, including, without limitation, notes, records, studies, reports, brochures, drawings or other documents and tangible items including images, texts, comments, graphics, illustrations, logos, icons, the Hosting Organisation's brand and products names, are (i) the exclusive property of the Hosting Organisation, and (ii) could be protected by Intellectual Property Rights. The Hosting Organisation reserves all rights not expressly granted under these Terms. Except as explicitly authorised by the Hosting Organisation in writing, they may not be sold, licensed, rented, modified, used, distributed, copied, reproduced, transmitted, publicly displayed, publicly performed, published, adapted, edited or translated, in whole or in part by you to any third party outside of the other registered participants for the Event. These Terms do not grant to you any license nor any right to use these elements made available to you except where such use is limited to the purposes of your attendance to the Event.

Should you decide to share at the Event, notes, records, studies, reports, brochures, drawings or other documents and tangible items including (or not) Intellectual Property Rights, you are responsible to secure that you have all necessary authorisations to share such material, content and/or information during the Event. You understand and agree that the Hosting Organisation is not responsible for any further use and/or disclosure of such material, content and/or information by any other participant to the Event and/or third-party outside of the Event. You also understand and agree that the Hosting Organisation may use such



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joanne@digitaltraining.ie



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digitaltraining.ie

material, content and/or information for the minutes of the Event in accordance with these Terms.

10. FORCE MAJEURE

The Hosting Organisation will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control ("Force Majeure event") and in such circumstances the Host Organisation may not reimburse any paid Event fees. A Force Majeure event means any event which is beyond our and/or your reasonable control, including but not limited to, Act of God, fire, flood, lightening, storm, earthquake or other climatic or meteorological catastrophes, failure or delay of common carrier or impairment or lack of adequate transportation facilities, accident or repair to machinery, act of sabotage including but not limited to piracy or hacking, embargo, government requirement or a country in which the Event is deemed to be staged, war, civil or military authority, terrorism and industrial dispute, strike or labour disturbance, regulatory change or change in law, or any event or circumstance which puts at risk or endangers the health, safety or security of our and/or your personnel, which prevents and/or affects the performance of these Terms and/or the staging of the Event, and could not have been prevented, avoided or remedied by the party affected by the Force Majeure event (i.e. the party not able to perform) taking reasonable precautions ("Force Majeure Event"). Performance under these Terms is deemed to be suspended for the period that the Force Majeure event continues to affect performance. We and/or you will use our reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which our and/or your obligations under these Terms may be performed despite the Force Majeure event.

11. MARKETING

Please note that individuals and organisations cannot exhibit or hand out marketing material or other printed matter during the Event, unless by seeking prior consent of the Hosting Organisation. Individuals and organisations wishing to display such marketing materials may contact us at info@publicsectormarketingpros.com.

12. CONDUCT AT THE EVENT

We are dedicated to making the Event a safe place for all.

You shall not display any content, adopt a conduct, or incite any person to commit an act, which:

- is threatening, libellous, defamatory, or obscene;
- would constitute a criminal offense, give rise to civil liability, or otherwise violate law in any manner;
- infringes the intellectual property, privacy, or other rights of any third parties;
- or
- constitutes or contains false or misleading statements.



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You consent also not to hack or use our infrastructure for unethical, illegal or malicious activities. We may at any time, with or without giving notice, in our absolute discretion, rescind your registration or attendance at the Event in case of violation of these Terms without incurring any liabilities to you and/or any third party. In such event, all paid Event fees will not be reimbursed, and all Event fees shall remain due.

13. LIABILITY

You are required to keep your personal belongings (including your computer and/or other devices) with you at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any liability for any loss (including, without limitation, theft) occasioned on our premises and/or on any premises of any Event being staged at external venues save for any damages caused directly by our negligence in which circumstances and, to the extent permitted by law, our liability shall be limited to your paid Event fees.

To the extent permitted by law, we, and our affiliated companies as well as any video conferencing or web conferencing platforms' system provider for the Event and each of its and their respective officers, directors, and other partners and employees, shall not be liable under any circumstances, whether in contract, or otherwise, with respect to the damages suffered in relation with the organisation and/or your registration for and/or participation to the Event for: (a) any indirect, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, loss of data, additional personnel costs or other intangible losses (even if we have been advised of the possibility of such damages), and/or (b) the cost of procurement of substitute services, and/or (c) any matters beyond our reasonable control, including Force Majeure event. You hereby expressly waive all claims against any of the aforementioned organisation and/or physical person for any of the aforementioned damages.

You understand and agree that we expressly disclaim all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. By way of example, you hereby expressly waive all claims against us, against any and all

of our affiliated companies as well as against any video conferencing or web conferencing platforms' system provider for the Event for any of the following, understanding and agreeing that no warranty is made herein that (a) the Event will meet your requirements or expectations; (b) the Event will be uninterrupted, timely, secure, and/or error-free; and/or (c) the results that may be obtained from attending the Event will be accurate or reliable.

In case of your registration for and/or participation to an Event:

- via video conferencing or web conferencing platforms/tools, you are responsible for securing that you have all authorizations to register to the Event, attend the Event and to that effect to also have an appropriate Internet connection, equipment and compatible browser software in order



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joanne@digitaltraining.ie



Web:
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digitaltraining.ie

to utilise the video or web conferencing platform/tool and participate to the Event

- and if you have decided to upload and/or share material, content, data and/or any information, you are responsible for securing that you have all authorizations to upload and/or share such material, content, data and/or information in the frame of the Event ; you agree to indemnify us in case of any third party intellectual property rights claim infringement. You acknowledge that we are not responsible nor liable for (i) any further use of such material, content, data and/or information by any participant and/or by any third party during and/or after the Event and/or (ii) any loss, interception, storage and/or use of such material, content, data and/or information across systems that are not controlled by us where for example the Event is attended via video conference or web conferencing platforms/tools.

14. ENTIRE AGREEMENT – CONTRACT WITH THIRD-PARTY WEBSITE AND/OR PLATFORMS/TOOLS

These Terms constitute the entire agreement and understanding between you and the Hosting Organisation and they supersede all previous agreements, arrangements and understandings between you and the Hosting Organisation relating to the same subject matter. You confirm that you have not relied upon any statement, representation or understanding that is not expressly set out in these Terms and that you shall have no remedy in respect of any statement, representation or understanding which is not expressly set out in these Terms.

You may be required to register for and/or participate to the Event via third-party registration website and/or video conferencing or web conferencing platforms/tools. We make no representation or warranties and shall have no liability or obligation whatsoever in relation to the content and/or your use of any such third-party website and/or platforms/tools, and any contract and/or terms of use you may have entered into and/or accepted with any such third party is strictly between you and the relevant third party.

15. UPDATE OF TERMS & CONDITIONS, GOVERNING LAW AND JURISDICTION

These Terms are effective from 1 January 2022 and shall apply to your registration for and/or your participation to the Event. We may update these Terms at any time. Consequently, you are invited to regularly refer to the latest Terms in effect when you proceed to a registration and/or subscription. You agree that these Terms will be exclusively governed by the laws of Ireland, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to the conclusion, validity, interpretation or performance of these Terms and/or ulterior agreements that could arise therefrom, will be under the exclusive jurisdiction of the competent courts of Ireland.



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