

## TERMS AND CONDITIONS – ITC DIA EUROPE EVENTS

These **Terms and Conditions** (“Terms”) apply between the person, company or other entity specified in the registration form for the applicable **ITC DIA EUROPE Event** (“the ITC DIA EUROPE Event”) and **Digital Insurance Agenda Europe B.V.** (“DIA Europe”), a private liability company registered in the Commercial Register at the Chamber of Commerce under number 74783262.

Please read these Terms carefully as they contain important information regarding your registration and the contractual relationship between you and DIA Europe.

You represent and warrant that you are at least 16 years of age and are authorised to accept these Terms. You agree to be bound by these terms and to indemnify DIA Europe for any violation of these Terms.

### Registration:

If you are registering on behalf of your employer or a third party, you represent and warrant: (i) that you are authorised to accept these Terms on behalf of each person that you register; (ii) that each person you register agrees to be bound by these Terms; and (iii) each person you register agrees to indemnify DIA Europe for violation of these Terms.

You also represent and warrant that you have registered to attend the ITC DIA EUROPE Event having only used a registration code that you are authorised to use.

By registering for the ITC DIA EUROPE Event you explicitly agree to be bound by these Terms with the exclusion of any other terms. If you do not agree with these Terms, DIA Europe will be unable to accept your registration. In case you don't agree with the Terms, but do want to attend the ITC DIA EUROPE Event, please contact us by email: [info@itcdiaeuropa.com](mailto:info@itcdiaeuropa.com).

The Insurer Pass fee is only available for persons that are employed by an insurance company. We will regularly check whether the registered person is eligible for the insurer pass. In case, we find that said person is ineligible, the person in question will be asked to pay the difference between the insurer and delegate pass. Failure or refusal to do so will result in a refund being issued and the ticket declared invalid.

### Privacy and use of personal data

By accepting these Terms, you also accept the Privacy Policy Digital Insurance Agenda Europe. The Privacy Policy Digital Insurance Agenda Europe is applicable to any person, company or other entity that registers for and/or participates in the ITC DIA EUROPE Event. The most recent version of the Privacy Policy can be found on the ITC DIA Europe website: [www.itcdiaeuropa.com](http://www.itcdiaeuropa.com).

**Please note:** If you have agreed to participate in or registered for an ITC DIA EUROPE Event as a speaker, sponsor, exhibitor or attendee, personal data is used to handle payments or for other purposes necessary for performing the contract entered into.

Your personal data will be used to inform you about the ITC DIA EUROPE Event, future events and send you our DIA Daily newsletter with for example information on the speakers, our products and services, or those of our partners/sponsors, and thought leadership blogs.

The information you provide at registration (name, company name and job title) will also be used on your ITC DIA EUROPE Event name tag as well as in the Online Event Platform which will be available for all attendees of the ITC DIA EUROPE Event and in the Event attendee list which can be shared with participating parties. By registering for the ITC DIA EUROPE Event you give your explicit consent that we can use your personal data for these purposes. You agree that DIA Europe, may share this personal data with other Clarion Event entities.

During the ITC DIA EUROPE Event, we may capture your image by many means including, electronic recording, film, videotape, audio tape and photography, in order to publish them in our own and/or other broadcast media to promote the activities organized by DIA Europe and other Clarion Event entities. By registering for the ITC DIA EUROPE Event you give your explicit consent that we can use your images for these promotional purposes without compensation. You waive any and all claims and causes of action you may have now or in the future, including but not limited to defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition.

By registering for the ITC DIA EUROPE Event you give explicit consent that your name tag is scanned by DIA Europe when attending any session and by an exhibitor or sponsor during the event. With scanning your name tag your name, company name and e-mail address will be provided to the session host/exhibitor, sponsor and/or speaker who may contact you about their products or services. You have the right to refuse if you do not wish your badge to be scanned before attending a session. For further rights pertaining to personal data, please read our Privacy Policy.

By registering for the ITC DIA EUROPE Event you give explicit consent that your name, company name and e-mail address is shared with the session host/exhibitor, sponsor and/or speaker when attending any virtual session in our event apps and platforms, either live or on-demand. These parties may contact you about their products or services in relation to the session you attended.

You are permitted to collect personal data and contact information from other attendees that is publicly available or that is voluntarily provided to you. You may use this information for internal purposes only. In no event are you permitted to share all or part of this data and/or information with any third parties (which includes the sale of such information to third parties).

### **Payment and cancellations**

Payment of your registration fee must be received in full 24 hours before the ITC DIA EUROPE Event. In case payment of your fees is not timely received, DIA Europe may (at its sole discretion) either require such payment as a condition of your entry or refuse your entry to the ITC DIA EUROPE Event.

All registration fees will be paid by credit card through our secure Stripe solution. Bank transfers are accepted as well. If you prefer a bank transfer, please send an invoice request to Guus: [guus@itcdiaeuropa.com](mailto:guus@itcdiaeuropa.com).

Local VAT will be charged on all tickets (B2B or B2C, EU, non-EU).

All discounts can only be applied at the time of registration and discounts cannot be combined.

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In case you have to cancel your registration, our policy is the following:

- You can always transfer your ticket to somebody else within your company. All changes must be – ultimately one day before the ITC DIA EUROPE Event - sent by email to: [info@itcdiaeuropa.com](mailto:info@itcdiaeuropa.com).
- Your ticket is non-refundable.
- We will always honour cancellation requests made within 48 hours of purchase.

### **Travel authorisations and health and safety requirements**

You are responsible for arranging appropriate travel authorisations and health and safety requirements to travel to, and gain entry, into the country where the Event is taking place. You are responsible for all costs associated with obtaining such authorisations and requirements. DIA Europe, shall not compensate you, nor shall refund the fee, in the event of your inability to attend the ITC DIA EUROPE Event due to lack of necessary travel authorisations or requirements.

To get access to and attend the ITC DIA EUROPE Event you need to comply with the DIA Europe health and safety requirements, including all (local) governmental health and safety requirements that will be applicable at the moment of the ITC DIA EUROPE Event. In order to attend an event in-person be prepared to be vaccinated and/or have proof of a negative Covid test. DIA Europe will inspect all documentation (including ID) at check-in. Depending on governmental guidelines and best practices, other measurements to ensure a safe environment might be taken, including and not limited to: temperature sensors at the gate, face masks and general hygiene measures. DIA Europe has the right to make further measurements in the interest of the health and safety of its attendees.

DIA Europe may at all times refuse you access or no longer provide you access to the ITC DIA EUROPE Event, if you do not or no longer comply with the requirements. DIA Europe, shall not compensate you, nor shall refund the fee, if you cannot - partially or fully - access or attend the ITC DIA EUROPE Event due to not complying with these requirements.

### **Changes and rescheduling**

DIA Europe, may (at its sole discretion) change the format, speakers, participants, content, venue location and program or any other aspect of the ITC DIA EUROPE Event at any time and for any reason, whether or not due to a force majeure event, in each case without liability. DIA Europe, may (at its sole discretion) change the date or cancel the ITC DIA EUROPE Event at any time for any reason. Where DIA Europe changes the date or cancels the ITC DIA EUROPE Event for any reason except due to a force majeure Event, DIA Europe will notify you and shall (at its sole discretion) offer you the option of attending any other ITC DIA EUROPE Event that DIA Europe will organize or refund the fees paid.

In case DIA Europe changes the date or cancels the ITC DIA EUROPE Event due to a force majeure Event, your registration remains binding. In case of change of date, or event cancellation directly or indirectly caused by a force majeure event, DIA Europe will notify you. The contract shall automatically terminate, and the DIA Europe may retain as liquidated damages any and all fees paid by. A force majeure event is defined as incidents beyond DIA Europe's control such as – but not limited to – general strikes, speaker or participant cancellation or withdrawal, supplier or contractor failure, invasions, hostilities, war, rioting, venue damage or cancellation, health scares, (threat of) terrorism, or similar situations, or acts-of-God such as – but not limited to – epidemics, floods, volcanic eruption, earthquakes or other convulsions of nature and other acts.

If DIA Europe decides that, as a direct result of Covid-19 or similar occurrence, it has become impractical or unfeasible to hold the ITC DIA EUROPE Event, we shall (at our sole discretion) offer you the option of attending any other ITC DIA EUROPE Event that DIA Europe will organize or refund the fees paid.

### **Limitation of liability**

To the fullest extent permitted by the applicable law, DIA Europe excludes:

- liability for loss, injury or damage to persons or property at the ITC DIA EUROPE Event.
- all indemnities, warranties, representations, terms and conditions (whether express or implied).
- any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect).

If DIA Europe is liable to you for any reason, DIA Europe's total liability to you (whether under these terms or conditions or otherwise) is limited to the amount of your fees paid to DIA Europe.

### **Changes of the Terms**

These Terms are subject to change without notice and may be revised or updated from time to time at DIA Europe's sole discretion. All amended terms shall automatically be effective immediately when posted on the DIA websites and apply to all access to the ITC DIA EUROPE Event and use of any websites, apps, or services in relation to the Event thereafter. You agree that you are responsible for periodically returning to the website to understand the current Terms applicable to the Event. DIA Europe does not and will not assume any obligation to notify you of changes to the Terms. Your continued use of any websites, apps, or services, or attendance at the ITC DIA EUROPE Event, means that you accept and agree with the changes. Except as outlined herein, the Terms may not be otherwise amended except in a writing signed by you and us.

### **Governing Law and dispute resolution**

All legal relationships to which these Terms apply shall be governed by and construed in accordance with the laws of the Netherlands.

Any and all disputes arising out of or in connection with the Event and these Terms will be resolved by the competent court in Utrecht, the Netherlands.