



## Terms and Conditions

**Acceptance of Terms.** Participation in or attendance at Nintex ProcessFest 2019 (the “Event”) that Nintex USA Inc. and its affiliates (collectively “Nintex”) is subject to the following Event Terms and Conditions (“Terms and Conditions”). By registering for, attending or otherwise participating in the Event, you accept and agree to these Terms and Conditions.

**Registration.** In order to attend or otherwise participate in the Event, all required registration information and payment must be received by Nintex by the applicable deadline(s) published on the Event registration site. Nintex reserves the right to refuse or cancel your registration at any time with no liability.

**Age Requirements.** Attendees must be 21 years of age or older.

### Registration Cancellation and Refund Policy

All registration cancellations must be received in writing via email to [Nintex.events@nintex.com](mailto:Nintex.events@nintex.com) by the dates and times listed below. Nintex, in its sole discretion, reserves the right to refuse to accept an individual’s registration for any reason. If the Event is cancelled by Nintex, registrants will be refunded only the registration fee; cancellation of hotel and travel reservations is the exclusive responsibility of the registrant.

- **Event Refund:** Full refund minus US \$300 processing fee.
- No refunds **for any reason** will be issued after **Friday August 30, 2019**.
- Given limited space at the Event, no refunds are guaranteed.
- Passes cannot be shared or used by anyone other than the person on the registration; name badges used by anyone other than the actual registrant may be revoked without refund.
  - Registered attendees may substitute another member of the same company in their place if they are unable to attend. The update must be made in the registration site.
- Refunds must be issued in the same manner as payment.

### Code of Conduct

Nintex is committed to diversity and providing a harassment-free experience for everyone. Nintex reserves the right at our sole discretion, with no refund and with no additional liability, to refuse entrance or to remove any person from the Event at any time, including but not limited to attendees behaving in an inappropriate, disorderly, disrespectful, or dangerous manner or failing to comply with these Terms and Conditions.

### Force Majeure

In the event that Nintex is prevented from carrying out its obligations as a result of any cause beyond its control, such as but not limited to an act of God, war, natural disaster, acts or threats of terrorism, civil disturbance, action by governmental entity, strikes, lock-outs, curtailments of transportation services or facilities, the failure of any third party to deliver goods or services for the Event, or any other cause beyond Nintex’s reasonable control, Nintex reserves the right to cancel or reschedule the Event, and shall be relieved of its obligations and liabilities in connection therewith.

### Intellectual Property



Any materials provided by Nintex remain the intellectual property of Nintex or its partners, as applicable, and unless otherwise specified in writing, are solely for information and non-commercial or personal use only. Use for any other purpose is expressly prohibited.

By attending the Event, you consent to Nintex (or its authorized representatives) making certain recordings of the Event in which your name, image, voice and/or likeness may appear; these recordings may be by any means including, without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings"). You grant to Nintex and its authorized representatives the unrestricted, irrevocable and perpetual right and release to use your name, image, voice and/or likeness in connection with the exploitation of the Recordings for any purpose, in any and all media throughout the world, without compensation of any kind to you. You agree that Nintex shall be the copyright owner of the Recordings. You understand that Nintex is not obligated to use the Recording. You release Nintex from any claims and causes of action you may have now or in the future based upon defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and Nintex's use of the Recordings and you agree not to institute any legal action based on any of the grounds specific in this section, and you waive all rights to any equitable relief in connection herewith.

### **Photography**

Please be advised that photographs and video will be taken at all Nintex ProcessFest functions for future use by Nintex and the Nintex ProcessFest team. By entering the event, you consent to Nintex photographing and using your image and likeness without the expressed written permission of those included within the photograph/video.

### **Registration and Attendee Information**

By registering for or attending the Event, you also accept and agree that the collection and use of your personal information is subject to [Nintex's Privacy Policy](#).

Such consent includes, without limitation, that Nintex may collect, store and process any personal data provided by you by registering for this event and during your participation at the event. For example, Nintex will use the personal information to process your registration, communicate with you, and obtain your feedback about the event. Your information may be shared with third parties who will be providing registration, accommodation, entertainment and other services, as well as Nintex ProcessFest's sponsors (via badge scan).