

## **Terms & Conditions**

### **1. Registration**

1.1 Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee.

1.2 When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by updating your details on the relevant section of the applicable website or contacting us using the contact information provided to you in any Event Confirmation.

1.3 All registrations for Events are subject to availability and to acceptance by Mind Skillz FZCO at its absolute discretion.

1.4 Where an Event requires an event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. Participants must keep their event pass on their person at all times during their attendance at the Event and Mind Skillz FZCO reserves the right to refuse entry or eject to Participants who fail to produce a pass when requested.

1.5 If your Event pass is lost, misplaced, stolen or forgotten a replacement Event pass will only be issued to you at the sole discretion of Mind Skillz FZCO and may be subject to purchase at the prevailing on-site Participant rate.

1.6 By attending the Event you acknowledge that photographs and filming may take place at the Event. Mind Skillz FZCO reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event please notify the photographer during the Event and we will use reasonable endeavours to comply with your request.

1.7 Participants may not sell, transfer, or share their Event passes.

### **2. Attendance Requirements**

2.1 Each Participant shall:

(a) observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by Mind Skillz FZCO and/or the management of the Event Venue (b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or Mind Skillz FZCO

into disrepute;  
(c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and  
(d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.

3.2 You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of Mind Skillz FZCO. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

### **3. Participant Obligations**

3.1 Mind Skillz FZCO reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event without any liability for any reason and at its sole discretion.

3.2 Mind Skillz FZCO reserves the right to recover from you any loss or damage incurred or suffered by us, the Event Venue, or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

### **4. Fees**

4.1 Payment in full of any applicable Fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, Mind Skillz FZCO may refuse entry to the Event.

4.2 Fees are exclusive of amounts in respect of any applicable value added tax (VAT) or similar sales tax. If VAT or other sales tax is chargeable, Participants shall be required to pay to Mind Skillz FZCO such additional amounts in respect of such tax as are chargeable in relation to the Fee.

4.3 Fee schedule rates are valid at the time of completion of registration provided that they are paid in full before the applicable expiration date. If the Fee for a completed registration is not paid in full before the next fee schedule comes into force, you will be charged a Fee calculated in accordance with the prevailing Fee schedule at the date of payment.

4.4 All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

### **5. Intellectual Property Rights**

5.1 All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of Mind Skillz FZCO or its third party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.

5.2 Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

5.3 The Software belongs to Mind Skillz FZCO or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such licence agreement.

## **6. Changes to Event**

Although Mind Skillz FZCO's Event programmes are correct at the time of publication, we may change the format, Content, venue, and/or timing of an Event. Mind Skillz FZCO shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

## **7. Cancellation and Substitution**

7.1 All cancellations by Participants must be received in writing no later than 28 days before the first day of the Event for a full refund of Participant Fees paid, less a 10% administration charge (or such other charge as shall be specified in the Content provided to Participants upon registration for the Event). We cannot accept verbal cancellations. Participants whose cancellations are received after this deadline shall be liable for the full Fee.

7.2 Notifications of cancellations should be sent in writing to Mind Skillz FZCO contact designated in the Event Confirmation as soon as possible (and in any event at least two Business Days before the Event).

7.3 We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, we shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event or, issue you a full refund of relevant Fees paid by you. Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

7.4 Refunds shall be issued back to the debit/credit card used for payment or by bank transfer. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions must be processed by bank transfer.

## **8. Force Majeure**

8.1 In this clause, "Force Majeure" means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.

8.2 If, as a result of Force Majeure, Mind Skillz FZCO cancels the Event, Mind Skillz FZCO shall use its reasonable endeavours to reschedule the Event

8.3 If Mind Skillz FZCO is unable to reschedule the Event, it shall refund the Participant Fees as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

8.4 Without prejudice to Mind Skillz FZCO's obligation to refund any Fees to Participants, Mind Skillz FZCO accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.

(Please refer to Mind Skillz Public Liability Insurance Policy)

## **9. Limitation of liability**

9.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

9.1 Mind Skillz FZCO's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms

## **10. Amendment**

We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance.

## **11. Entire Agreement**

These Terms together state the entire agreement and understanding between you and Mind Skillz FZCO relating to your attendance at the Event and supersedes all previous terms, communications and discussions whether written or oral relating to that subject matter.

## **12. Governing Law**

These Terms & Conditions are governed by the laws of Dubai, United Arab Emirates and the exclusive jurisdiction of the Dubai courts.