

Attendee Terms of Use
Version 1.0 dated May 2020

Please read the following Terms of Use carefully before using any of the services available through this website.

1. Registration Process

1.1 The EY World Entrepreneur Of The Year event to be held virtually (the "Event") hosted on EY Entrepreneurship On-Demand HQ on CNBC.com.

Once you have completed the online registration form(s) and accepted these Terms of Use, You will be sent a confirmation email. Your registration information (name, company, location, email address) will be transferred to a third party vendor, Marketo ("the Website"), in order to process your registration and contact you for information about the EY World Entrepreneur Of The Year 2020 event. Marketo hosts its EMEA data centre with Rackspace in London in the UK. This data centre (Rackspace) will also host non-EMEA data. For more information and any inquiries regarding Marketo go to: <https://documents.marketo.com/legal/privacy/>.

1.2 Following receipt of your registration via the Website ("Your Order"), Marketo will send You an email confirming that we have received Your order and, where applicable, confirming The acceptance of Your Order. Our acceptance of Your Order will result in a legally binding agreement between You and Us. You acknowledge that, until we send you an email accepting Your Order, We shall not be under any obligation to fulfil Your Order.

1.3 Your registration information, excluding your email address, will be included on an event attendee list to be shared with other attendees.

1.4 Please use the link provided if You wish to amend or cancel Your registration or contact the World Entrepreneur Of The Year Registration Team at world.eoy@ey.com.

1.5 These Terms of Use are currently only available in English. If We do choose to make any translation of these Terms of Use available, such translation is for convenience only and the English version shall be the definitive version.

1.6 In these Terms of Use:

(a) "We" means EY Global Services Limited, a limited liability company incorporated under English law with its registered office 6 More London Place, London, SE1 2DA, England (and "Our" and "Us" shall be construed accordingly); and

(b) "You" means a user of the Website and/or the services available on the Website, (the "Services"), (and "Your" shall be construed accordingly).

1.7 These Terms of Use set out the terms and conditions on which We agree to make available and You agree to access and use the Website and the Services.

2. Acceptance of the Terms of Use

2.1 By checking the 'I Accept' box on the registration site for these Terms of Use or by using the Services, You are agreeing to be legally bound by these Terms of Use. Registration is not possible unless you have accepted these Terms of Use.

3. Your right to use the Website and Services

3.1 Subject to Your compliance with these Terms of Use, We grant You a non-exclusive, non-transferable, non-sublicensable right to access and use the Website solely for the purposes of viewing information about the Event, uploading Your details to the Website, and using the Services.

4. Conditions of use

4.1 You agree that You will not use (or attempt to use) the Website or the Services:

(a) to post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind;

(b) for any illegal purpose;

(c) to infringe the intellectual property rights of any person;

(d) to send unsolicited email or instant messages, music or video files, executable program files, or any unreasonably large files;

(e) to create a false identity, or to impersonate any person or organisation;

(f) to upload post, email or transmit viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other software, files or programs that may interrupt, damage, destroy, disable, impair or limit the operation or functionality of the Services, the Website or any computer software or hardware or network equipment;

(g) interfere with any other person's lawful use of the Services or Website; or

(h) charge or attempt to charge others for the Services.

5. Contributor Terms

5.1 You agree that by entering into this Agreement You give EYGM Limited, for its own purposes and for the purposes of the global EY network of member firms (collectively "EY"), the right to (a) freely record and/or use at any time on or after the Event, Your picture, portrait, photograph, film or videotape of You, and Your spoken or written words as supplied to or obtained by EY or EY's agent (together the "Works") at the Event and (b) display your information on an event attendee list to be shared with other attendees, invitees and event sponsors, without your further consent.

5.2 You agree that EY owns or has the rights to use the Works, and may use, edit or reproduce them in conjunction with Your name in any form and in any media, worldwide, without your further consent.

5.3 Contributors to the Event represent and warrant that any content submitted or shared in relation to the virtual Event is not protected by copyright, constitute trade secrets or generally does not infringe any third party intellectual property rights or other proprietary rights. By organizing the virtual Event, We do not impose any obligations or restrictions other than as explicitly mentioned in the registration form. Therefore, contributors acknowledge that any concepts or ideas shared during the sessions with other participants are not protected by any confidentiality undertakings or otherwise subject to restricted disclosure or use by EY, other participants, or third parties. Participants release EY, and its partners, officers, directors, employees, agents, and representatives from any claim, loss or damage of any kind in relation to the ideas or concepts that have been submitted or shared during the Event.

6. Limitation of liability

6.1 Nothing in these Terms of Use shall limit or exclude any party's liability: (i) for death or personal injury caused by that party's negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) to the extent that such limitation or exclusion is not permitted under applicable law.

6.2 Without prejudice to your above release and indemnity obligations, to the furthest extent possible by applicable law and regulations, neither any EY Firm, EY Person nor Relevant Party shall, in any circumstances, be responsible or liable, whether in contract or tort, under statute or otherwise, to you for any loss or damage in connection with claims arising out of these general terms and conditions, or otherwise relating to the Programme and your participation in the same, whether or not the likelihood of such loss or damage was contemplated, including without limitation, any amount with respect to loss of profit, loss of data or damage to goodwill, or any consequential, incidental, indirect or special loss. Without prejudice to the foregoing sentence, insofar as there may be any such responsibility or liability on the part of any EY Firm or EY Person in connection with the Programme), then: (i) you shall not make any claim or bring any proceedings in connection with the same against any other EY Firm or any EY Person - you shall only make any claim or bring proceedings against EY, (ii) EY's liability to you shall be limited in total to £100.00.

Nothing in these general terms and conditions is intended to create a partnership or the relationship of principal and agent, or employer and employee between the parties. You shall not have authority to act as agent for, or to bind, EY in any way, and EY shall not have authority to act as agent for, or to bind, you in any way.

7. Notices

7.1 We will send any notice to You under these Terms of Use to the email address You use to contact us or such other working email address that You may notify to Us from time to time.

7.2 You agree to send any notice to Us under these Terms of Use to world.eoy@ey.com.

8. Severance

8.1 If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, such provision will be severed and the remainder of these Terms of Use shall continue in full force and effect.

9. Waiver

9.1 If You breach these Terms of Use and We take no action against You, We will still be entitled to enforce Our rights against You in relation to that breach and to use Our rights and remedies in any other situation where You breach these Terms of Use.

10. Third parties

10.1 Nothing in these Terms of Use is intended to confer any benefit on a third party, including, without limitation, within the meaning of the Contracts (Rights of Third Parties) Act 1999.

11. Privacy Policy

11.1 We shall process any personal data we may receive from You in the course of performing the Services, in accordance with the EY privacy statement https://www.ey.com/en_gl/privacy-statement and for the purposes of conducting the registration process as outlined in these Terms of Use (see clause 1).

12. Entire Agreement

12.1 These Terms of Use, the Privacy Policy and the legal information published on this Website (the "Agreement") set out the entire agreement between You and Us and supersede all previous agreements or representations in relation to the subject matter of the Agreement.

12.2 You agree that in entering into the Agreement, You have not relied on, and shall have no remedies in respect of any warranty or representation made by Us that is not expressly set out in the Agreement.

12.3 For the avoidance of doubt, nothing in the Agreement is intended to exclude or limit Our liability for fraud or fraudulent misrepresentation.

13. Governing law and jurisdiction

13.1 These Terms of Use are governed by and shall be construed in accordance with the laws of England and Wales.

13.2 If You are a consumer, the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms of Use. In all other circumstances the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms of Use.