

# Terms & Conditions

**This document sets out the terms and conditions between Tech Nomads and you when you purchase a ticket or register for any event or conference organised by F5 Digital Media Communications Ltd.**

**Tech Nomad reserves the right to change these terms and conditions at any time. Any amended terms and conditions will be posted on this website.**

## **CONFERENCE ORGANISER**

Tech Nomads is being organised by F5 Digital Media Communications Ltd, a wholly Irish-owned company, which is in the main business of organising technology conferences and building conference related software.

## **DECLARATION OF CONSENT**

I hereby give my consent for F5 Digital Media Communications Ltd to collect, process and use my personal data for the purposes of processing the purchase of my ticket and for any other use to which I have consented, including the importation of contact information for which I have provided my explicit prior consent.

This information will be used for the purposes of processing ticket sales and sharing marketing information regarding the event to our attendees.

All attendees who allow their badge to be scanned by exhibitors at the event are consenting to the provision of their data to the partners post event.

## **PURCHASING TICKETS**

I hereby give my consent for the collection and storage of mandatory and voluntary data collected from me in the course of purchasing and/or registering for tickets sold by F5 Digital Media Communications Ltd. I further give my permission for my user account details to be stored. I acknowledge that I may provide F5 Digital Media Communications Ltd a reasonable timeframe to remove my details at any time that I no longer wish them to be stored. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

Should you wish your data to be removed you must request F5 Digital Media Communications Ltd to do so in writing. Requests will be processed within a 30-day period.

Requests can be emailed to [info@dublintechEvent](mailto:info@dublintechEvent) or addressed to: Tech Nomads, 1A Waters Edge, Charlotte Quay Dock, Grand Canal, Dublin 4.

## **ONLINE SURVEYS**

I hereby give my consent for F5 Digital Media Communications Ltd to store any voluntary information I may provide in the course of participating in an online survey. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

## **TICKETS**

In certain cases, free or subsidised tickets may be offered within 30 days of the event start date.

If you have secured a complimentary ticket but have already bought a ticket, you are not eligible for a refund.

## **DIVERSITY IN TECH TICKETS**

In our efforts to even the ratio of all different attendee types at our events, we offer subsidised Diversity in Tech tickets to our conferences from time to time. It is a strict condition of these promotions that those who are working in the tech industry or have an interest in gaining more insight into a career in the tech industry are granted these tickets.

## **EVENT PROFILE**

The data you provide through your Cvent registration will be used to create your event profile, within our online event platform. (name, email, company, title, country, Industry, level)

The data that is collected will be used by Tech Nomads to plan and manage the event for which you registered, as well as email you relevant details about the event. This information will be used for the purpose of processing ticket sales & compiling delegate lists which will be published on our event platform.

This information will be shared through the platform and Cvent app to enable networking, partner booth interaction and content engagement during and post-event by Tech Nomads and its partners.

By placing this order you also agree to the Organizers terms and conditions.

## **ACCESS TO Event**

We reserve the right to refuse participation to or to remove access to the Event anyone that we, in our sole discretion, and without any liability or obligation to refund, determine:

- is behaving in a manner that could disrupt, hinder or cause a nuisance to any person or partner at the Event;
- represents a security or health & safety risk to any person or partner at the Event
- fails to comply with, or is likely to fail to comply with, these Terms.

You agree to comply with all applicable laws in connection with your access to or participation in the Event.

### **CHANGES OR CANCELLATION OF THE Event**

F5 Digital Media Communications Ltd will not be responsible for any damage or loss as a result of alteration, substitution, postponement or cancellation of this Event. In the circumstances that the Event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of an event impracticable, illegal or impossible, F5 Digital Media Communications Ltd shall assume no liability whatsoever. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergency.

While speakers and topics are confirmed at the time of publishing, there may be substitutions, alterations or cancellations of the speakers and/or topics due to circumstances beyond the control of the organisers. As such, without any liability to you whatsoever, F5 Digital Media Communications Ltd reserves the right to alter or modify the advertised speakers and/or topics if necessary. Any substitutions or alterations will be updated on our web page as soon as possible. If the Event is postponed, we will provide you with access to the Event at a later date. If the Event is postponed, there will be no refunds provided.

### **PHOTOGRAPHY, AUDIO, AND VIDEO RECORDING**

You acknowledge and agree that by attending the Event, where you choose to participate in roundtable/workshop elements of the Event and you are giving the company consent to store recordings. You will receive a visual notification when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar. You agree to permit us, or any third party licensed by us, to use, distribute, broadcast, or otherwise globally disseminate your likeness, name, voice and words in perpetuity in television, radio, film, newspapers, magazines and other media now available and hereafter developed, both before, during and any time after the Event, and in any form, without any further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit the media, the right to use the media (alone or together with other information), and the right to allow others to use or distribute the media.

### **SPECIAL ASSISTANCE**

You are responsible for advising us regarding any special access you require at the Event at the time of making your booking and we will endeavour to aid you as best we can.

### **THIRD PARTY LINKS**

The Event may contain links to third parties and to contributions uploaded by participants, including videos, images, descriptions, links and other content. You should review any terms and conditions when entering these third party sites or viewing their content as we are not responsible or liable to these sites.

## **PERSONAL USE ONLY**

The Event is for your personal and non-commercial use only. We grant you a limited, non-exclusive, non-transferable right to access the service and view the Event for its duration and no right, title or interest shall be transferred to you, apart from this.

## **INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained within the website/Event shall remain at all times owned by us or our licensors. You are only permitted to use this material as expressly authorised by us.

We reserve all rights not expressly granted in and to the website and the content on the website.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Event or its affiliates without the express prior permission and cooperation of us. We reserve the right to take action, legal or otherwise, including a claim for damages as we deem appropriate, in our sole discretion, in the circumstances.

You are prohibited from the following when accessing and using the website and its related subdomains:

- violating any law, statute, ordinance or regulation;
- using the Service (or any part of it) for illegal purposes and you agree to use it in accordance with all relevant laws;
- promoting any illegal acts, promoting physical harm or injury against any group or individual, or promoting or providing information about illegal activities;
- uploading or transmitting any computer viruses, macro viruses, Trojan horses, worms or anything other harmful activity through the Service;
- removing any copyright, trademark or other proprietary rights notices contained in or on the Website or from the Online Conference;
- modifying, creating derivative works or copying or storing any significant portion of the Website or Online Conference or any related technology (unless allowed by law or we expressly authorise);
- overriding any security feature of the Website or jeopardise the security of your account or someone else's account (this includes allowing someone else to log in to the Website or use the Service as you);

- interfering with the operation of, or places an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);
- using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it or the Service;
- engaging in 'framing', 'mirroring', or otherwise simulating the appearance or function of the Website;
- using filming equipment or other devices to record the Online Conference;
- using the Website (or any part of it) in a manner which may result in; (i) the Website and/or the Online Conference being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful, libellous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another's privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website or the Online Conference; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, intellectual property rights, confidentiality and/ or privacy) of the Website;
- attempting to grant any unauthorised access to any part or component of the Website;
- copying or distributing any part of the Website in any medium without our prior written consent; and
- altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or
- reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law.
- We may terminate or restrict your use of our service if you violate these Terms or are engaged in illegal or fraudulent use of the service.

## **USE OF PERSONAL DATA FOR ADVERTISING PURPOSES**

F5 Digital Media Communications Ltd will not share your address, e-mail address, credit card information or personal information to any third party without your permission. By attending this event you hereby give your consent for F5 Digital Media Communications Ltd to store the following types of data as a profile for internal purposes:

- Mandatory and voluntary data collected when purchasing tickets.
- Mandatory and voluntary data collected when registering a complimentary admission ticket as well as the date of the ticket registration.
- Voluntary disclosures when participating in online surveys.
- If I have opted-in to receive email communication about related events I give consent for Connected Intelligence Limited or subsidiary companies to analyse and use the data for the purpose of targeted advertising communications to me on relevant topics and products in connection with Connected Intelligence Limited or subsidiary events and promotions.

- Data collected from any connected social media for which I have provided my explicit prior consent.
- If I have provided my mobile telephone number I consent to F5 Digital Media Communications Ltd or
- subsidiary companies to contact me by SMS in relation to events for which I am purchasing a ticket or registering an expression of interest.
- I acknowledge that my data may be used for marketing purposes by F5 Digital Media Communications Ltd to contact me by phone or e-mail to ascertain my views on our services, which will be similar to the ones to which I have already subscribed.
- I furthermore consent to the mathematical and statistical analysis of my personal data for advertising purposes (scoring).
- I also give my consent for my data to be updated and supplemented with additional data.
- F5 Digital Media Communications Ltd has free lifetime use of any image or video content created by attendees at Tech Nomads (and any other events organised by F5 Digital Media Communications Ltd).

### **Personal Information**

When personal information (e.g. name, email address, work address, phone numbers and other contact information) is provided through the Tech Nomads website or directly to us by email you give consent to F5 Digital Media Communications Ltd for:

- Processing and administering your personal data to perform all necessary actions to give effect to your request or instructions
- Retaining a record of incoming and outgoing communications (e.g. email) to process your personal data as outlined in this Privacy Statement.

F5 Digital Media Communications Ltd may also collect the following information about you:

- Information that you provide by filling in forms on our site.
- Name and physical shipping, contact and payment addresses.
- Email address and telephone numbers
- Date of birth
- Tax identification or VAT number (if applicable)

### **If you contact us we may keep a record of that correspondence.**

Information we receive from credit reference and fraud detection agencies or other third parties we may use to verify your information. We may ask you to complete surveys for research purposes, although you do not have to respond to them.

### **Right of Access**

You have a right to be given a copy of any of your personal data held by F5 Digital Media Communications Ltd in accordance with section 4 of the Data Protection Acts subject to certain exceptions. Requests for a copy of your personal data can be emailed to [info@dublintechEvent.com](mailto:info@dublintechEvent.com) or addressed to: Tech Nomads, 1A Waters Edge, Charlotte Quay Dock, Grand Canal, Dublin 4.

### **Right of rectification or erasure**

If F5 Digital Media Communications Ltd holds incorrect information about you which was originally submitted by you through this website, you have the right to have the data amended. Further, you have the right to have any information you have sent to us via this website erased. To request your right to rectification and/or erasure please send your request to [info@dublintechEvent.com](mailto:info@dublintechEvent.com) or in writing to: Tech Nomads, 1A Waters Edge, Charlotte Quay Dock, Grand Canal, Dublin 4.

Requests should include:

- Your name and address.
- A description of the specific personal data you wish rectified.

Please note that F5 Digital Media Communications Ltd is not required to rectify or erase your data where doing so would prevent you from meeting your contractual obligations to F5 Digital Media Communications Ltd or where F5 Digital Media Communications Ltd is required to process (including retaining) your personal data for a lawful purpose in accordance with the Data Protection Acts. In the event of any conflict between these terms and the provisions of the Data Protection Acts, the Data Protection Acts shall prevail.

### **Security**

The security of your Personal Information is important to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, F5 Digital Media Communications Ltd cannot guarantee its absolute security and cannot accept any liability where the security of your Personal Information is compromised. The security of your personal information is important to us.

### **Changes to this Policy**

F5 Digital Media Communications Ltd reserves the right to modify this Data Protection Policy and Declaration of Consent at any time. Any changes will be posted on our homepage and other places we deem appropriate so that you are aware of the changes.

### **REFUND AND CANCELLATION POLICY**

All purchases of tickets for conferences and events, virtual or physical, are non-refundable in their entirety.

Your ticket remains the property of F5 Digital Media Communications Ltd and is a personal revocable license, which may be withdrawn, and admission refused at any time.

It is strictly forbidden for any company, organisation or attendee to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to Tech Nomads or its affiliates without the express prior permission and cooperation of F5 Digital Media Communications Ltd. In the event of a breach of these terms any tickets purchased will be rendered null and void. F5 Digital Media Communications Ltd reserves their right to take such legal action including a claim for damages as may be appropriate.

The tickets purchased are for your own personal use or that of your business only and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.

We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket broker or tout.

F5 Digital Media Communications Ltd reserves the right to refuse admission to any live event or conference for any behaviour, which it deems unacceptable, or for breach of the terms and conditions.

F5 Digital Media Communications Ltd will not be responsible for any tickets that are lost or stolen. The unauthorised use of photographic and recording equipment at events and conferences is prohibited. You consent to film and sound recording as attendees at any event or conference.

F5 Digital Media Communications Ltd and its subsidiaries will not be liable for any loss injury or damage to any person or property howsoever caused (save for death or personal injury as a result of F5 Digital Media Communications Ltd' negligence or for any other type of liability that cannot by law be excluded or limited.)

F5 Digital Media Communications Ltd will not be liable for the granting of any visas that are required to attend any event or conference. In the event that an attendee's visa is not granted tickets will not be refunded for any event or conference.

If an individual seeks a refund on general attendee tickets that were purchased before their startup ticket was purchased, F5 Digital Media Communications Ltd will not grant a full refund when the general attendee ticket price has increased beyond the startup ticket price.

## **NAME CHANGES**



For questions about registration or assistance with any registration problems, please contact us at [info@dublintechEvent.com](mailto:info@dublintechEvent.com)

If you have been selected to volunteer at the event but have already bought a ticket, you are not eligible for a refund.

## **COMPLAINTS**

Complaints can be made to [info@dublintechEvent.com](mailto:info@dublintechEvent.com). We will endeavour to resolve any customer complaints where reasonable.

## **EVENT CANCELLATION, POSTPONEMENT & SUBSTITUTION POLICY**

F5 Digital Media Communications Ltd is not responsible for any loss or damage as a result of a substitution, alteration, cancellation or postponement of an event. F5 Digital Media Communications Ltd shall assume no liability whatsoever in the circumstances that an event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of an event impracticable, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather, pandemic or other emergency.

Please note that while speakers and topics are confirmed at the time of publishing, circumstances beyond the control of the organisers may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, F5 Digital Media Communications Ltd reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to you whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible.

## **FORCE MAJEURE**

We are not liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control (for example (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) epidemic or pandemic; (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; and (k) interruption or failure of utility service , (l) electronic or communications failure) or anything else that renders performance of the Event, in whole or in part, impracticable, illegal or impossible.

We will take reasonable efforts to provide you with notice of interruption to the Service. Where the Online Service or Services are unavailable for reasons beyond the control of the company, we shall have no liability to you.

### **Delivery Policy of tickets**

Once a successful purchase transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the purchaser. For some ticket types it may be necessary to complete required information – such as the attendee name, email address etc. – before the tickets can be issued. The ticket acts as a receipt for the transaction and can be used to redeem access at the event listed on the ticket email. A printed hard-copy ticket or an electronic soft-copy ticket detailing the reference number can be used to register at a physical event. Irish law governs these terms and conditions and any dispute is subject to the exclusive jurisdiction of the Irish Courts.

### **GENERAL CLAUSES**

1. F5 Digital Media Communications Ltd shall be entitled to delegate the duties provision of its obligations under this Agreement.
2. No other terms shall apply to this Agreement and these terms contain the entire agreement and understanding between us in respect of all matters which are referred to herein and supersede any prior, written or oral agreement between us relating to such matters. You confirm that in agreeing to accept these terms you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these terms. However, nothing in these terms purport to exclude liability for any fraudulent statement or act.
3. If any part of the terms herein shall be deemed unlawful, void or for any reason unenforceable then that provision shall be deemed to be severable from these terms and shall not affect the validity and enforceability of any of the remaining provisions of the terms.

### **You agree not to:**

- Use the website (or any part of it) for any illegal purpose and agree to use it in accordance with all relevant laws;
- Upload or transmit through the website (i) any computer viruses, macro viruses, trojan horses, worms or anything else;
- Use the website in a manner which (i) may cause the website/platform to be interrupted, damaged, rendered less efficient or such designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or anxiety; (iii) that the effectiveness or functionality of the website/platform is in any way impaired or (iv) violates or infringes the rights of any person, firm or company

(including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy) of the website

- Create or publish a hypertext link to any part of the website/platform or attempt any unauthorised access to any part or component
- Copy or distribute any part of the website/platform in any medium without our prior written consent
- Alter or modify any part of the website/platform other than as may be reasonably necessary to use the website for its intended use.

**We reserve the right to –**

- Modify or withdraw, temporarily or permanently, the website/platform (or any part of it) with or without notice to you.
- Change these Terms from time to time. Your continued use of the website/platform (or any part of it) following such change shall be subject to and including the changes made to the terms from time to time.
- Monitor any activity and content associated with the website.
- We may investigate any reported violation of these terms to confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website; and/or deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the website/platform; and/ or complaints relating to the website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the website).

**LIMITATION OF LIABILITY**

Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its accuracy.

The website is provided on an “as is” and “as available” basis for your information and personal use only without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the website, or products or services offered on the website whether by us or on our behalf (including free software downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade. You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the website and any information provided to or taken from the website by you.

**INDEMNITY**

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the terms by you or any other liabilities incurred by us arising out of your use of the website, or use by any other person accessing the website using your pc or internet access account.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained within the website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us.

We reserve all rights not expressly granted in and to the website and the content on the website.