

FTTH Conference 2023 registration Terms & Conditions

These FTTH Conference Registration Terms and Conditions (the "**Registration Terms and Conditions**") apply between FTTH Council Europe ("**FTTH**") and the person, firm, company or other entity completing the registration process ("**you**", "**your**" or "**Delegate**") for the FTTH Conference 2023 on 18-20 April 2023 (the "**Conference**"). Please carefully read these Registration Terms and Conditions in full prior to registering to attend the Conference as they contain important information. By completing a registration for the Conference, you agree to be bound by these Registration Terms and Conditions.

These conditions were last updated on 8 December 2022.

Registration Fee

Standard rate

The standard rate for a three (3) day conference pass (workshops 18 April 2023, conference and exhibition access 19-20 April 2023) is EUR 924 excluding VAT per person. The standard rate for a one (1) day conference pass (conference and exhibition access Thursday 20 April 2023 only) is EUR 273 excluding VAT per person. Conference passes include food and refreshments.

Early bird benefits

Conference passes purchased before midnight CET on 31st January 2023 (Early Bird), shall benefit from the Early Bird rate of EUR 693 excluding VAT for a three (3) day conference pass (workshops 18 April 2023, conference and exhibition access 19-20 April 2023) -OR- EUR 204,75 for a one (1) day conference pass per person (conference and exhibition access Thursday 20 April 2023 only). Conference passes include food and refreshments.

Fibration Night Tickets

The Fibration Night is the main mid-week party at the FTTH Conference. The standard rate for a Fibration Night ticket is EUR 120 excluding VAT per person.

All prices exclude VAT. The registration fee may further be subject to sales tax, or other taxes and duties which, if applicable, will be charged to you in addition to the registration fee.

Payment

All fees must be paid within thirty (30) days of submission of your registration and by return when paid for using a debit or credit card. If you register less than 30 days prior to the first day of the Conference, payment of all fees must be made in full prior to attending the Conference.

If the fees have not been paid upon expiry of the payment term, FTTH reserves the right to cancel your registration for the Conference, in accordance with the cancellation terms set out below. In any event, you shall be required to pay the outstanding fees on-site, prior to entering the Conference.

You hereby confirm the acknowledgment and acceptance of a potential gain or loss incurred by any adjustments made by your bank due to the currency exchange rate. FTTH will not be liable or responsible for any loss incurred from an adjustment made due to the currency exchange rate.

Conference Program

The Conference program will be available on the FTTH Conference 2023 website. FTTH reserves the right to modify the program, format, speakers, content or any other aspect of the Conference at any time and for any reason, in each case without liability on FTTH's part. No refunds shall be granted for modifications made by FTTH in accordance with this Section ('Conference Program').

Access to the Conference Venue

Your right to access the Conference Venue shall be strictly subject to the compliance with these Registration Terms and Conditions, and all policies, rules and regulations imposed by FTTH, including but not limited to the Health and Safety Policy and the Conference Code of Conduct.

FTTH may, in its sole discretion, refuse you access to or eject and/or block you from the Conference, should you fail to comply with these Registration Terms and Conditions, Health and Safety Policy, or Conference Code of Conduct or should you, in the opinion of FTTH, represent a health or security risk, nuisance or annoyance to the running of the Conference or the enjoyment of the Conference

by other delegates. You agree to comply with all reasonable instructions issued by FTTH or any other operator of the Conference.

Visual material of the Conference

You are permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use, provided it does not infringe upon the intellectual property rights or any other right, of any delegate, sponsor, third party, or FTTH. Photographs may not be sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

FTTH may hire professional service providers (photo/video/audio/streaming) to document and showcase the Conference experience, including in the main exhibition hall, the workshops the exhibitions, keynote and other panel speakers.

You hereby grant FTTH the right to reproduce, publish, communicate to the public, exhibit or otherwise use my name, voice and/or image fixed in photographs, films, video and/or sound recordings ("**Visual Material**") as taken and/or filmed during the Conference in the main exhibition hall, the workshop and conference rooms, adjoining corridors, the exhibitions, the workshop and conference keynote and other panel speakers' speeches and other presentations and this for advertising or promotional purposes, on all tangible and intangible media, including on the website(s), social networks or other media, or for any other similar legal purpose, to the greatest extent permitted by applicable law.

This authorisation includes the possibility for FTTH to make any modifications, adaptations or deletions deemed useful to the initial fixing of my Visual Material. FTTH undertakes to ensure that the finished product does not damage your honour and reputation. You hereby waive the right to inspect or approve the finished product in which your Visual Material appears, and all rights, claims and damages that you have or may have as a result of the use of my Visual Material by FTTH.

This authorisation to use your image right is granted free of charge. It is granted for the duration of copyright protection of the photographs, films, video and/or sound recordings in which your Visual Material is fixed.

Exhibitors retain the right to take photographs and to film within their booth area for the duration of the Conference, for commercial or marketing purposes of the Exhibitor. FTTH shall not be held liable for any Visual Material taken by Exhibitor or on Exhibitor's behalf.

Intellectual Property

All intellectual property rights in and to the Conference, the Conference content, and all materials distributed at or in connection with the Conference are owned by FTTH, the Conference Exhibitors, or the Conference speakers. You may not use or reproduce or allow anyone to use or reproduce any trademarks, trade names, logos or other intellectual property rights appearing in any Conference content or in any materials distributed at or in connection with the Conference for any reason without the prior written permission of FTTH.

Privacy

FTTH will process your personal data and the personal data relating to all registered Delegates provided during the registration process to organize, host and manage the FTTH Conference 2023, and for analysing visitor traffic with a view to improving the FTTH Conference experience for current and future attendants.

Please consult our Privacy Policy available on our website (<https://ftthconference.eu/practical-info/privacy-notice-of-the-ftth-councileurope>) or contact us via privacy@ftthcouncil.eu for more information on how we process personal data.

Communication and direct marketing

You will receive essential information in relation to the Conference electronically at the email address that is provided for your registration. Please ensure that such email address is valid and entered correctly in the registration process. Be sure to check your junk email box too in case any of your Conference email(s) are caught by spam filters.

You will also be added to the Conference participant list for receiving notifications relating to future virtual or physical conferences organised by FTTH, including related offers and promotions. You may opt out of marketing communications and object to any processing activities at any time and will be given the option to do so in each communication. Please consult our Privacy Policy available on our

Website (<https://ftthconference.eu/practical-info/privacy-notice-of-the-ftth-councileurope>) or contact us via privacy@ftthcouncil.eu for more information on how we process your personal data.

FTTH does not take any responsibility for emails sent by third parties.

Badges

All registrant badges will contain a barcode or QR Code recording the following information: First Name, Last Name, Job Title, Registrant Email Address, Organisation Name, and Organisation contact details.

Once you have picked up your badge, it must always be worn for the duration of the Conference to gain access to all conference activities.

Persons that have not registered for the Conference will not have access to the Conference. Sharing of delegate badges is not permitted at any time.

Anyone found counterfeiting, copying, sharing, and/or using badges from past conferences may be subject to sanctions, up to and including removal from the Conference.

Badge scanning

FTTH use of badge scanning

FTTH may use RFID and/or handheld badge scanning technology in the Conference badge to determine session attendance and to manage session capacity. Data collected from badge scanning will be anonymised and aggregated and will only be used to determine a total number of attendants at each of the conference sessions. Per our Privacy Policy, we will not share your personal information with a third party without your consent. FTTH shall not use RFID information for commercial purposes, and shall not share RFID information with Exhibitors or with any other third parties.

Exhibitor use of badge scanning

FTTH allows Exhibitors to do their own badge scanning at the Conference. FTTH is not responsible for Exhibitor scanning. When an Exhibitor scans your badge at their booth or upon attending an Exhibitor workshop or conference session, you are consenting that your personal data may be collected and shared with that Exhibitor to communicate with you about their services and special

offers in accordance with the Exhibitor's Privacy Policy. In accordance with the Exhibitor's Privacy Policy, they may use your details for marketing purposes.

Providing your information to them is optional. Please read the relevant privacy policies of such third parties to understand how they will process your personal data. FTTH does not take any responsibility for marketing messages sent by third parties and the processing of your personal data by such third parties.

Conference Mobile Application

FTTH may provide tools and services that are designed to help Delegates get the most value out of their Conference experience. These tools and services are designed to help Delegates build a personal agenda, find and connect with others during the Conference.

If you opt in to be included on the attendee list, you will be able to connect with other Delegates through the Direct Messaging and/or Meeting or Appointment features in the Conference Mobile Application.

Substitutions

You may nominate a substitute to attend the Conference in your place, provided you notify FTTH in writing through info@ftthcouncil.eu at least two Business Days before the Conference.

Any notification of substitution must include the Substitute's acceptance of these Registration and Conference Terms and Conditions, the FTTH Privacy Policy, Conference Code of Conduct and the Health and Safety Policy.

Cancellation Policy

You may cancel your registration to attend the Conference by giving written notice to FTTH. If you give written notice of your cancellation at least twenty eight (28) days prior to the Conference Date, you will receive a refund of your registration fee, less a 15% administration charge.

If the written cancellation is notified to FTTH less than twenty eight days prior to the

Conference no refund of the paid fees will be issued. In case of cancellation less than twenty eight days prior to the Conference, you do have the option to (i) nominate a substitute for your registration; or (ii) to transfer your funds to the next FTTH conference; or (iii) to use the paid fees as Credit for anything else which FTTH offers (membership/books/conference), this credit can be used up to 1 year maximum. You should notify FTTH of your request in writing on info@ftthcouncil.eu at least two Business Days before the Conference.

If you do not notify FTTH that you will not attend the Conference (“no-show”), or in case you are denied access, ejected or blocked from the Conference by FTTH due to violation of these Registration Terms and Conditions, Health and Safety Policy, or Conference Code of Conduct or if you represent a health or security risk, nuisance or annoyance to the running of the Conference or the enjoyment of the Conference by other delegates, any paid registration fees will not be refunded. In such case, to the largest extent as authorised by applicable law, FTTH shall not be liable for any direct or indirect damages, losses, costs, or expenses incurred, including but not limited to any purchased ticket price, transportation costs, accommodation costs, costs for additional orders, financial losses, etc.

Event cancellation or postponement

FTTH reserves the right to cancel or postpone the Conference. FTTH shall promptly inform you in case of such Event cancellation or postponement.

In the event of such a cancellation or, in case of postponement, if you are unable to attend any re-arranged date for the Conference, FTTH will issue a full refund of relevant Fees paid by you, upon proof of purchase.

FTTH’s liability to you for any Event cancellation or postponement shall not exceed the total amount of Fees which you have paid for the Conference. FTTH shall not be liable for any other direct or indirect damages, losses, costs, or expenses incurred due to an Event cancellation or postponement, including but not limited to any transportation costs, accommodation costs, costs for additional orders, financial losses, etc.

Limitations of liability

Without prejudice to more specific provisions on limitation of liability within these Registration Terms and Conditions, the maximum aggregate liability of FTTH for any claim in any way connected with, or arising from, the Conference or these Terms and Conditions, whether in contract, tort or otherwise (including any negligent act or omission), shall be limited to the registration fee amount actually paid by you to FTTH.

To the largest extent as authorised by applicable law, FTTH shall not be liable to you for any indirect, incidental or consequential damages, including, but not limited to, damages for loss of revenue, profits, business opportunities, data or information, arising under or in connection with these Registration Terms and Conditions, however caused and under any legal theory of liability, including, but not limited to, strict liability, contract, or tort and even if FTTH has been advised of the possibility of such damage.

To the largest extent as authorised by applicable law, FTTH shall not be liable for any damages, losses or expenses incurred at any time in relation to the Conference or for any damage or loss caused by the removal or refusal of entry of the delegate pursuant to these Registration Terms and Conditions.

The delegate shall indemnify, and hold FTTH harmless from and against any costs, losses, or damages FTTH suffers, incurs or pays to any Conference Venue, Exhibitor, Supplier, Delegate or any other party connected to the Conference arising from or connected to: (i) any breach by the delegate of these terms and conditions; (ii) any damage done to any Conference Venue or any equipment thereon (whether provided by FTTH, the Conference Venue, Exhibitor, Supplier or otherwise) by the delegate, including, but not limited to, any equipment provided for the event; and (iii) any injury suffered by any person, animal or item caused by or in consequence of any act or omission of the delegate.

Delegates must put in place appropriate insurance to cover any costs, liabilities or other losses that they may suffer or incur arising out of these Terms and Conditions (including, without limitation, the indemnity above), any cancellation of any event for any reason, any damage or loss to your property or their inability to attend the event for any reason (including any reason beyond their control). Delegates acknowledge that FTTH shall not be liable for any costs or losses arising due to such cancellation or inability to attend, save to the extent expressly set out in these terms and conditions, and therefore it is their responsibility to ensure they have appropriate insurance.

The limitations of liability in these Registration Terms and Conditions will not limit or exclude liability of FTTH for fraud, gross negligence, or wilful misconduct.

Disclaimer and Waiver

The Conference is an event for professionals. You warrant that you are not a consumer and that you have not completed the registration on behalf of any consumer(s).

Any investment or purchase decisions made by the delegates are theirs alone and such decision would in no way be influenced by any prior relationship or dealing with the organiser or any of its officers, directors, employees or representatives. The information presented at the Conference is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. You agree to hold FTTH, the Conference sponsors and any speakers completely free from any liability resulting from your attempts to use the strategies that are presented.

The views, opinions, and positions expressed by the speakers, delegates or sponsors at the Conference are theirs alone and do not necessarily reflect the views, opinions, or positions of FTTH or any employee thereof. FTTH does not warrant and assumes no responsibility for the accuracy, appropriateness and/or completeness of any information available during the Conference and/or thereafter on Conference website. FTTH shall not be liable for any content made available at the Conference, including by sponsors, speakers and delegates, which infringes, misappropriates or violates intellectual property rights or rights of publicity or privacy of a third party or violates any law, statute, or ordinance. FTTH may make changes to such content, at any time without notice.

FTTH does not endorse, and expressly disclaims all liability relating to, any of the products or services provided or presented by speakers, delegates or sponsors during the Conference. FTTH does not endorse or accept any responsibility for the content, or the use of any goods or services that may be identified or described on the Conference website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Conference or any website or other resource referenced therein.

Code of Conduct

The Conference, organised by FTTH Council Europe, is the biggest FTTH related conference in the world. It is recognised as the main networking location for everyone interested in the topic of fibre access networks.

Our events are an opportunity to share information, increase knowledge, network, and build business relationships. We encourage the open exchange of ideas, support professional development and personal growth by ensuring our global membership's diverse range of voices are represented. FTTH is dedicated to ensuring that our events and affiliated gatherings are an inclusive, respectful, productive, and harassment-free experience for everyone.

You may not and agree not to disrupt the Conference 2023, any sponsor's exhibit, any keynote or panel session speech or any other part of the Conference 2023 in any way whatsoever.

You may not and agree not to demean, discriminate, abuse, harass, or threaten those who you engage with online, at the conference, and the venue.

All unauthorised recording or transmitting of audio or visual material of the Conference 2023, data or information, including but not limited to personal data relating to delegates, is expressly prohibited.

Health and Safety Policy

FTTH shall endeavour to comply with all health and security measures that may be imposed by local government or the venue upon organisation of the event. FTTH undertakes to organise the Conference in compliance with the guidelines from the World Health Organisation (WHO), the relevant local governmental agencies, health authorities, and best practices recommended by the Conference Venue, and shall make all reasonable efforts to take care of the health and safety of the delegates.

As the health and safety guidelines related to COVID-19 are continually developing globally, FTTH's health and safety precautions are subject to change. Therefore, FTTH shall inform all delegates of the specific health and safety precautions and measures that will be imposed to enter and participate in the Conference no later than two weeks prior to the Conference.

In case health and safety guidelines related to COVID-19, imposed at the time of the conference by the World Health Organisation (WHO), the relevant local governmental agencies, health authorities, and best practices recommended by the Conference Venue, require limitation of the maximum number of delegates permitted to participate at the Conference, then FTTH reserves the right to prioritise Conference access, firstly, to those delegates with Conference passes purchased by Sponsors and secondly to other delegates, on a first come, first served basis, according to the date they have registered.

In the event that FTTH is forced to limit attendance to the Conference due to such health and safety guidelines, then the FTTH will issue a pro-rata refund of the Fees paid by you, according to the number of days you have been restricted access.

To the largest extent as authorised by applicable law, (i) FTTH's liability to you for any limitation of attendance due to health and safety guidelines shall not exceed the total amount of Fees which you have paid for the Conference and (ii) FTTH shall not be liable for any other direct or indirect damages, losses, costs, or expenses incurred due to an Event cancellation or postponement, including but not limited to any transportation costs, accommodation costs, costs for additional orders, financial losses, etc.

Delegates agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath). Delegates understand and acknowledge that at every instance they enter the Conference, they are affirming that they are not experiencing any signs or symptoms of COVID-19.

By registering to the Conference, delegates agree and acknowledge that they will adhere to all local, regional or federal government requirements and guidelines, as well as any health and safety precautions or measures as may be imposed by FTTH or the Conference Venue. Delegates who do not comply with the health and safety precautions mentioned above will not be permitted to enter or remain on Conference premises.

Despite all *bona fide* efforts, FTTH does not warrant nor guarantees against potential exposure to and spread of COVID-19 at the Conference. By choosing to voluntarily register and participate, the delegates understand, acknowledge, and assume the risk of potential exposure to COVID-19 at the Conference.

To the maximum extent possible under the applicable law, you hereby waive your right to introduce any claims, demands, damages, costs, or arising from or relating to exposure to, infection with, or spread of COVID-19, in connection with your participation, attendance or other involvement with the Conference.

To the largest extent as authorised by applicable law, FTTH shall not be liable for any direct or indirect damages, losses, costs or expenses arising from or relating to exposure to, infection with, or spread of COVID-19, in connection with your participation, attendance or other involvement with the Conference.

Miscellaneous



Full fibre for a digital and sustainable Europe

All references to a date or a deadline, mentioned in these terms and on other conference documents, refer to the Central European Time Zone (CET), if not marked otherwise.

If any provision in the Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

The Terms and Conditions shall be subject to Belgian law and the non-exclusive jurisdiction of the Belgian Courts.