



# Arm Event Registration Terms

Arm is hosting the Arm's Tech Con ("ArmTechCon") 2018 ("Event") and you would like to register to attend or register to accompany an attendee. The terms of your registration are detailed below. Please read these carefully.

## TERMS OF REGISTRATION FOR ARM EVENT

These terms form part of the Registration Form (together the "Agreement") agreed between Arm and the individual named in the Registration Form ("Registrant" or "you"). In the event of any conflict between these terms and the Registration Form then the Registration Form shall prevail.

You can contact us either by email at [ArmTechCon2018@itagroup.com](mailto:ArmTechCon2018@itagroup.com) or by phone at (844) 674-9424. If you are outside the U.S., please contact Arm TechCon Event HQ: +001 515 326 3969.

### 1 DEFINITIONS

- 1.1 "Arm" or "us" means Arm Limited, 110 Fulbourn Road, Cambridge, CB1 9NJ, United Kingdom and any company the majority of whose voting shares is now or in the future, owned or controlled, directly or indirectly, by Arm Limited.
- 1.1 "Business" means an individual that attends the event in the course of their trade, business, craft or profession and not as a Consumer.
- 1.2 "Cancellation" has the meaning given in clause 5.1.
- 1.3 "Confirmation" means an email from Arm confirming that the Registrant's booking onto an Event has been accepted in accordance with section 2.2.
- 1.4 "Consumer" means any individual that is acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.
- 1.5 "Effective Date" means the date the Registrant receives a Confirmation.
- 1.6 "Force Majeure Event" means any circumstance not within a party's reasonable control.
- 1.7 "Registration" means the contract made between Arm and the Registrant in relation to the Event under this Agreement.
- 1.8 "Registration Fee" means the fee payable for the Registrant to attend the Event as set out in the Registration Form.
- 1.9 "Registration Form" means the registration form you submit for the Event that links to these terms.
- 1.10 "Substitute" has the meaning given in clause 4.5.1
- 1.11 "Substitution" has the meaning given in clause 4.5
- 1.12 "Term" means the period commencing on the Effective Date and ending the day after the last day of the Event.

### 2 ACCEPTANCE

- 2.1 All Registration Forms are subject to acceptance by Arm.
- 2.2 Confirmation of acceptance by Arm will be sent via email and such acceptance creates a legally binding contract between Arm and the Registrant on these terms. Your Registration is effective from the date of such email.

### 3 EVENT

- 3.1 The Event will be held on the date(s) set out in the Confirmation.
- 3.2 Arm agrees to use commercially reasonable efforts to deliver the Event as described in the Event literature. However, Arm reserves the right to:
  - 3.2.1 make reasonable changes to the content, timing or speakers of an Event prior to its commencement; and/or
  - 3.2.2 change the date or venue of the Event, provided that in such circumstances Arm shall notify the Registrant of the change as soon as possible and where the Registrant is unable to attend the new date or venue the Registrant shall have the right to cancel their registration for this Event within 7 days of receiving notice of the new date or venue from Arm.
- 3.3 Arm reserves the right to refuse admission or to require the Registrant to leave the Event if their behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations or this Agreement, or is otherwise unacceptable.
- 3.4 The Registrant should contact Arm as soon as possible in advance of the Event (using the Registration Form or the contact details above) to discuss any special dietary or other health related requirements.

### 4 CANCELLATION & SUBSTITUTION POLICIES

- 5 Arm reserves the right to cancel the Event for any reason (including, without limitation, a Force Majeure Event) at any time prior to its commencement.
- 5.1 If a Registrant wishes to cancel a Registration ("Cancellation") all notifications of Cancellations must be submitted in writing by email to [ArmTechCon2018@itagroup.com](mailto:ArmTechCon2018@itagroup.com) and received by **September 4, 2018**.
- 5.2 If notification of Cancellation is received from a Registrant:
  - 5.2.1 On or before September 4, 2018 in accordance with clause 4.2, the Registrant will be refunded the Registration Fee less a Cancellation processing fee of \$50.
  - 5.2.2 After September 4, 2018 no refunds will be given of the Registration Fee but Registrants will still be able to make a substitution in accordance with our substitution policy set out in clause 4.5.
- 5.3 \*For the avoidance of doubt, Cancellation of a Registration does not automatically cancel the Registrants hotel or travel reservations. Such cancellations must be made by the Registrant separately and are the exclusive responsibility of the Registrant.
- 5.4 **Substitution Policy:** If a Registrant is unable to attend the event, they may be substituted in accordance with the following provisions ("**Substitution**"):
  - 5.4.1 On or prior to October 1, 2018 all requests for Substitutions should be emailed to [ArmTechCon2018@itagroup.com](mailto:ArmTechCon2018@itagroup.com) along with a copy of the Registrant's Confirmation and a completed Registration Form for your nominated substitute ("**Substitute**");
  - 5.4.2 After October 1, 2018: the Substitute must bring the Registrant's Confirmation to the registration counter on site at the Event along with a completed Registration Form for the Substitute and the Substitution will be made at that time;
  - 5.4.3 Substitutions can only be performed on Registrations that have not already been cancelled;
  - 5.4.4 Where the Registrant is attending in the course of Business, the Substitute must be from the same organization as the original Registrant;
  - 5.4.5 A maximum of one Substitution per original Registrant is allowed; and
  - 5.4.6 Where the Registration Fee payable as at the time a Substitution is made is higher than the Registration Fee payable when the Registrant received his/her original Confirmation, the Substitute must pay any difference in cost between the Registration Fees.

### 6 LIMITATION OF LIABILITY

- 6.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT NOTHING IN THIS SECTION SHALL OPERATE TO EXCLUDE LIABILITY FOR FRAUD, OR DEATH OR PERSONAL INJURY RESULTING FROM EITHER PARTY'S NEGLIGENCE.
- 6.2 ARM CANNOT ACCEPT RESPONSIBILITY AND EXPRESSLY EXCLUDES LIABILITY FOR ANY LOSS OR DAMAGE TO THE REGISTRANT'S PROPERTY THAT OCCURS WHILE AT THE EVENT. THE REGISTRANT SHOULD ENSURE THEY DO NOT LEAVE MOBILE PHONES, TABLETS OR LAPTOPS UNATTENDED AT ANY TIME.

6.3 SUBJECT TO SECTIONS 5.1 AND 5.2, THE MAXIMUM LIABILITY OF Arm TO THE REGISTRANT IN AGGREGATE FOR ALL CLAIMS MADE AGAINST Arm IN CONTRACT, TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED £10,000.

## **7 TERM AND TERMINATION**

7.1 This Agreement commences on the Effective Date and continue in force for the Term, unless terminated earlier under section 6.2.

7.2 Without prejudice to any other right or remedy which may be available to it, a party shall be entitled to terminate this Agreement by giving written notice to the other: (i) a party has committed a material breach of any of its obligations under this Agreement which cannot be remedied; or (ii) a party has committed a material breach of any of its obligations under this Agreement which could be remedied but has not been remedied within 15 working days after receipt of written notice from the terminating party to do so.

7.3 If the Agreement is terminated by Arm under section 6.2(i) or (ii) above, the Registration shall automatically be cancelled.

7.4 The provisions of sections 5, 6, 7, 8 and 9 shall survive termination of this Agreement.

## **8 PHOTOGRAPHY AND DATA PROTECTION**

8.1 A photographer will be present to take photos and film the Event, which may be distributed to the public via Arm's website or through other media channels. If the Registrant does not wish to be filmed or photographed, they should notify Arm in advance in writing or when signing in as an attendee at the Event.

8.2 The Registrant may submit personal information to use in completing the Registration Form, through visiting Arm's website or any website connected with the Event and in other correspondence entered into between Arm and the Registrant. Arm will use any data it collects about the Registrant strictly in accordance with its data use and privacy policy available at: <https://www.arm.com/about/privacy.php>. The Registrant's specific attention is drawn to clause 4.4 of our data use and privacy policy in relation to the use of personal data for Events.

## **9 CONFIDENTIALITY**

9.1 As an attendee at the Event, Arm may disclose to the Registrant or the Registrant may otherwise obtain or have access to confidential information about Arm, including but not limited to information about its products and services, business plans and models, forecast information, road maps, pricing, technical and engineering data, research and development, know-how, trade secrets, customers and potential customers ("**Confidential Information**").

9.2 The Registrant agrees to keep any such Confidential Information confidential, not to use or exploit it for any purpose other than its participation in the Event and not to disclose it to any third party (except to the minimum extent required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction), unless expressly agreed otherwise with Arm.

9.3 If requested by Arm at any time, Registrant agrees to promptly destroy or return all documents and other records of the Confidential Information in its possession and/or control.

9.4 This section 8 shall not apply to any information that (i) is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Registrant in breach of this Agreement; (ii) was already lawfully known to the Registrant before it was disclosed by Arm; or (iii) has been received by the Registrant from a third party source that is not connected with Arm and that such source was not under any obligation of confidence in respect of that information.

## **10 GENERAL**

10.1 Except as expressly stated otherwise, nothing in this Agreement is intended to confer any rights or benefits on any person other than Arm and Sponsor.

10.2 Nothing in this Agreement shall be deemed, to establish any partnership or joint venture between the parties, nor authorize either party to make or enter into any commitments on behalf of the other.

10.3 In entering into this Agreement, neither party has relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement, but this Agreement shall not limit or exclude any liability for fraud.

10.4 These terms together with the Registration Form and Confirmation represents the entire agreement between Registrant and Arm and supersedes all previous agreements between us in respect of its subject matter.

10.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10.6 In the event of a translation of the Agreement into a non-English language, if there is any conflict between the English version of the Agreement and the non-English language translation of the Agreement, the terms of the English version of the Agreement shall prevail.