



# Arm TechCon 2019 Registration Terms

## TERMS OF REGISTRATION FOR ARM TECHCON 2019

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

### 1 DEFINITIONS

- 1.1 “**Arm**” 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.
- 1.2 “**Cancellation**” has the meaning given in clause 7.2.
- 1.3 “**Business**” means an individual that attends the event in the course of their trade, business, craft or profession and not as a Consumer.
- 1.4 “**Confidential Information**” means all confidential and proprietary information disclosed by or on behalf of each party to the other, whether disclosed verbally, in writing or by inspection of tangible objects, including without limitation information about 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.
- 1.5 “**Confirmation**” means an email from Arm confirming that the Registrant’s booking onto an Event has been accepted in accordance with section 4.2.
- 1.6 “**Consumer**” means any individual that is acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.
- 1.7 “**Effective Date**” means the date the Registrant receives a Confirmation.
- 1.8 “**Event**” means the Arm TechCon event, which is due to be held on 8-10 October 2019 at the San Jose Convention Center, California, US.
- 1.9 “**Force Majeure Event**” means any circumstance not within a party’s reasonable control.
- 1.10 “**Registration**” means the contract made between Arm and the Registrant in relation to the Event under this Agreement.
- 1.11 “**Registration Deadline**” means any registration deadline date shown on the Event website at [www.armtechcon.com](http://www.armtechcon.com).
- 1.12 “**Registration Fee**” means the fee payable for the Registrant to attend the Event as set out in the Registration Form.
- 1.13 “**Registration Form**” means the registration form submitted by the Registrant for the Event that links to these terms.
- 1.14 “**Substitute**” has the meaning given in clause 7.5.1.
- 1.15 “**Substitution**” has the meaning given in clause 7.5.

### 2 ELIGIBILITY TO ATTEND THE EVENT

- 2.1 Registrants must be 18 years of age or older in order to attend this Event unless otherwise agreed by Arm:
  - 2.1.1 This Event is a trade-only event and it is not open to the general public.
  - 2.1.2 Friends, family and children will not be granted access to the Event unless agreed otherwise by Arm.

### 3 REGISTERING FOR THE EVENT

- 3.1 To Register for the Event, Registrants must complete the Registration Form before the Registration Deadline.
- 3.2 If an individual is registering on behalf of anyone else then they warrant that they are authorized to:
  - 3.2.1 act on behalf of the other person(s),
  - 3.2.2 complete the Registration Form,
  - 3.2.3 accept the terms of the Agreement on behalf of the other person(s), and
  - 3.2.4 the information submitted in the Registration Form is accurate.
- 3.3 An individual registering on behalf of anyone else agrees to:
  - 3.3.1 be solely liable for damages as a consequence of any information submitted,
  - 3.3.2 indemnify and hold harmless Arm and/or Arm producer(s) or their directors, officers, employees, agents and affiliates from all liability, damages, costs and judgments for any claims brought by or on behalf of any third party arising from the individual’s behavior, conduct, misconduct or negligence in completing the Registration Form on behalf of anyone else, and (b) provide a copy of the terms of the Agreement to those that are being registered. An individual registering on behalf of anyone else agrees to be jointly liable for any breach of the terms of the Agreement by any person(s) that is registered by the individual.
- 3.4 By registering for this Event, the Registrant hereby warrants that all information submitted is true, current and complete. Arm reserves the right to verify the eligibility of Registrants and refuse entry to any Registrant for submitting inaccurate or false information.

### 4 ACCEPTANCE

- 4.1 All Registration Forms and payment of Fees are subject to acceptance by Arm.
- 4.2 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. The Registrant's Registration is effective from the date of such email.

## **5 EVENT**

- 5.1 The Event will be held on the date(s) set out in the Confirmation.
- 5.2 Arm agrees to use commercially reasonable efforts to deliver the Event as described in the Event literature. However, Arm reserves the right to:
- 5.2.1 to make reasonable changes to the content, timing or speakers of an Event prior to its commencement; and/or
- 5.2.2 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.
- 5.3 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.
- 5.4 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.

## **6 FEES AND PAYMENT**

- 6.1 The Fees are payable in USD. Where Arm accepts payment in the Registrant's local currency, an option to display Fees in this currency will be given during the registration and payment process. All Fees quoted are inclusive of applicable taxes.
- 6.2 Payment must be made by credit or debit card at the time the Registrant submits the Registration Form, unless alternative payment options have been agreed. Payments by credit or debit card are processed immediately via Arm's third party payment processor Worldpay over a secure link.
- 6.3 Where alternative payment options have been agreed, payment shall be due from the Registrant within 30 days of the date of Arm's invoice. If payment is not made within 30 days of the invoice date then (without prejudice to Arm's other rights and remedies in addition to the invoice amount) Arm reserves the right to charge interest on the invoice on a day to day basis (after as well as before any judgment) until the date of payment at the rate of two percent (2%) per annum over the base rate of National Westminster Bank plc from time to time in force or the highest legal rate if less.
- 6.4 Arm will send the Registrant a receipt for payment following Confirmation. Arm will also issue a VAT receipt on request (if applicable).
- 6.5 The Registrant shall have no right to attend the Event until the Fees have been paid in full and Arm may refuse the Registrant access to the Event if the Fees have not been paid, without liability to the Registrant.

## **7 CANCELLATION OF THE EVENT AND SUBSTITUTION POLICY**

- 7.1 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. Arm shall notify the Registrant of the cancellation as soon as reasonably possible, and in the event of a cancellation not due to a Force Majeure Event shall refund one hundred percent (100%) of the Registration Fee to the Registrant without further liability. Where Arm's reason for cancelling the Event is due to a Force Majeure Event, Arm shall refund fifty percent (50%) of the Registration Fee to the Registrant without further liability.
- 7.2 If a Registrant wishes to cancel a Registration ("**Cancellation**"), all notifications of Cancellation must be submitted in writing by email to [armtechcon.support@arm.com](mailto:armtechcon.support@arm.com) and received by **August 27, 2019**.
- 7.3 If notification of Cancellation is received from a Registrant:
- 7.3.1 On or before August 27, 2019 in accordance with clause 7.2, the Registrant will be refunded the Registration Fee less a Cancellation processing fee of \$50.
- 7.3.2 After August 27, 2019 no refunds will be given of the Registration Fee but Registrants will still be able to make a substitution in accordance with Arm's substitution policy set out in clause 7.5.
- 7.4 For the avoidance of doubt, Cancellation of a Registration does not automatically cancel the Registrant's hotel or travel reservations. Such cancellations must be made by the Registrant separately and are the exclusive responsibility of the Registrant.
- 7.5 **Substitution Policy:** If a Registrant is unable to attend the Event, they may be substituted in accordance with the following provisions ("**Substitution**"):
- 7.5.1 On or prior to September 23, 2019: all requests for Substitutions should be emailed to [armtechcon.support@arm.com](mailto:armtechcon.support@arm.com) along with a copy of the Registrant's Confirmation and a completed Registration Form for the Registrant's nominated substitute ("**Substitute**");
- 7.5.2 After September 23, 2019: 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;
- 7.5.3 Substitutions can only be performed on Registrations that have not already been cancelled;
- 7.5.4 Where the Registrant is attending in the course of Business, the Substitute must be from the same organization as the original Registrant;
- 7.5.5 A maximum of one Substitution per original Registrant is allowed; and
- 7.5.6 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.

## **8 LIMITATION OF LIABILITY**

- 8.1 IN NO EVENT SHALL ARM, ITS EMPLOYEES, AGENTS AND CONTRACTORS BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, 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 REGISTRANT 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 ARM'S NEGLIGENCE.
- 8.2 VIEWS EXPRESSED BY SPEAKERS, SPONSORS AND/OR EXHIBITORS ARE THEIR OWN. ARM CANNOT ACCEPT LIABILITY FOR ANY ADVICE GIVEN, OR VIEWS EXPRESSED, BY ANY SPEAKER, SPONSOR AND/OR EXHIBITOR AT THE EVENT OR IN ANY MATERIAL PROVIDED.
- 8.3 ARM CANNOT ACCEPT RESPONSIBILITY AND EXPRESSLY EXCLUDES LIABILITY FOR (I) ANY LOSS, THEFT OR DAMAGE TO THE REGISTRANT'S PROPERTY THAT OCCURS WHILST AT THE EVENT, AND (II) DELAY OR FAILURE TO DELIVER THE EVENT AS SCHEDULED. THE REGISTRANT SHOULD ENSURE THEY DO NOT LEAVE ANY VALUABLE PROPERTY (INCLUDING WITHOUT LIMITATION MOBILE PHONES, TABLETS OR LAPTOPS) UNATTENDED AT ANY TIME.
- 8.4 THE REGISTRANT AGREES TO INDEMNIFY ARM AGAINST ANY LOSS, LIABILITY, CLAIM, DAMAGE OR COSTS (INCLUDING WITHOUT LIMITATION LEGAL FEES) IN RELATION TO (I) ANY BREACH OF LAW BY THE REGISTRANT, (II) DAMAGE TO PROPERTY CAUSED BY THE REGISTRANT WHILST ATTENDING THE EVENT, AND (III) THE REGISTRANT'S USE OF THE EVENT PREMISES.
- 8.5 SUBJECT TO SECTIONS 8.1, 8.2 AND 8.3, 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.

## **9 CONFIDENTIALITY**

- 9.1 As an attendee at the Event, there may be specific circumstances (including closed meetings) where Arm and the Registrant may disclose Confidential Information to the other. Under those circumstances, each party shall keep the other party's Confidential Information confidential and will not disclose such Confidential Information to any third party without the other party's consent (using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care) and each party will not use or exploit the Confidential Information for any other purpose except to exercise its rights or perform its obligations under this Agreement.
- 9.2 Upon request by either party, Arm and the Registrant shall promptly destroy or return all documents and other records of the Confidential Information in its possession and/or control.
- 9.3 Clause 9.1 shall not apply to information which:
- 9.3.1 the receiving party possesses, in tangible form, prior to disclosure by the other party, provided the information was not obtained illegally or in breach of confidence;
  - 9.3.2 is, or becomes through no fault of the receiving party, generally known;
  - 9.3.3 is disclosed to the receiving party by a third party who had the right to disclose it; or
  - 9.3.4 is independently conceived by the receiving party.
- 9.4 The receiving party may only disclose the disclosing party's Confidential Information to the extent required by law, any governmental or regulatory authority or in accordance with applicable professional standards or rules or by a court of competent jurisdiction.

## **10 PHOTOGRAPHY AND DATA PROTECTION**

- 10.1 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;
- 10.1.1 Where a photograph or video relates to a Registrant, and that Registrant is clearly identified, Arm will process the photograph or video only with the consent of the Registrant.
  - 10.1.2 Where a Photograph or video has no means of identifying a Registrant, Arm relies on its legitimate interest of delivering content and marketing to process such photograph or video.
  - 10.1.3 If the Registrant does not wish to be filmed or photographed, they should notify Arm in advance or when signing in as an attendee at the Event.
- 10.2 Arm will use any data it collects about the Registrant in accordance with its Data use and privacy policy available at: <https://www.arm.com/about/privacy.php>.
- 10.3 Registrants are not permitted to take photos during the Event. If Registrants are seen taking photos at the Event they may be asked to leave.

## **11 GENERAL**

- 11.1 Except as expressly stated otherwise, nothing in this Agreement is intended to confer any rights or benefits on any person other than Arm and Registrant.
- 11.2 Nothing in this Agreement shall be deemed, to establish any partnership or joint venture between the parties, nor authorise either party to make or enter into any commitments on behalf of the other.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

**Model Cancellation Form**

To: Arm Limited, 110 Fulbourn Road, Cambridge, CB1 9NJ, United Kingdom (email: [armtechcon.support@arm.com](mailto:armtechcon.support@arm.com)):

I/We [\*] hereby give notice that I/We [\*] cancel my/our Registration [\*].

Confirmation on [insert date],

Name of Registrant,

Address of Registrant,

Signature of Registrant,

Date,

[\*] Delete as appropriate