

# Registration Policy

These terms apply to your registration for the Sage Transform Conference (Event).

By registering for or attending the Event, you agree to be bound by these Event Terms. These Terms and Conditions are a legally binding agreement between you and Sage Intacct, Inc. ("Sage"). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual, you are warranting that you have made the individual aware of these terms and that they have accepted these terms.

**For in-person attendees:** You also agree to review and comply fully with all posted instructions onsite at the Event, as well as any Health and Safety Guidelines, which may be updated from time to time in Sage's sole discretion and taking into account the recommendations and requirements of the Centers for Disease Control and Prevention, World Health Organization, federal, state, and local governments, local public health agencies, and the Event venue with respect to reducing the transmission of and risks associated with the COVID-19 coronavirus.

If you do not agree to any of these Event Terms, you may not enter, view or make use of this website for the Event ("Website") and may not register for or otherwise attend the Event.

## Registration Cancellation

Group pass purchases are final upon purchase. No pass changes or cancellations/refunds will be permitted after purchase.

For individual pass purchases, cancellation requests made by September 9, 2022 are eligible for a full refund, less a \$100 processing fee. Cancellation requests received after September 9, 2022 are not eligible for a refund. Transfer of the registration fee to subsequent years is not permitted. Cancellation requests must be submitted in writing to the Sage Transform team. If you are entitled to a refund, the amount refunded will be based on the fees paid for the registration(s) you cancel and will be refunded to your original payment method.

Canceling your registration does not automatically cancel your hotel and travel arrangements. You are responsible for your own hotel and travel reservations.

## Registration Substitution

Registration substitutions from the same company can be made without penalty prior to October 5, 2022. Transferring registration to an individual outside your company is not permitted. Any registration substitution requests must be made in writing by contacting the Sage Transform team.

## Admittance and Attendance Requirements

You must be at least twenty-one (21) years of age to attend the Event and any related events. Your registration access (physical badge or log in access to the digital platform) for the Event is personal to you and may not be shared with others.

**For in-person attendees:** Any Health and Safety requirements put in place for the event must be met prior to checking into the event. A valid photo ID is required to pick up your badge at the Event and your name badge must be worn at all times for admittance into any Event function.

## Denial of Registration, Entry, or Participation

Sage reserves the right to deny registration or entry to any individual or entity for any reason, in Sage's sole discretion, including for past or present failure to meet Sage (or Sage Intacct's) standard of business conduct, false pretenses or engaging in violent, illegal, threatening, libelous, indecent or discriminatory conduct.

## Code of Conduct

By registering for this Event, you agree to abide by the Event's [Code of Conduct](#). We reserve the right to immediately terminate your access to the Event (and access to the digital platform) if you violate the Code of Conduct.

## Communications, Use and Sharing of Personal Data

By registering for the Event, you agree that Sage may collect and use your personal data in connection with administering and holding the Event (including information submitted at the time of your registration, which includes but is not limited to, first name, last name, business e-mail address, company information, title, phone number, country, postal code, and other information related to your attendance) to communicate information related to the Event, administer the Event, and market the Event.

We may share your registration data with Event partners or vendors in order to provide event information and help improve your experience at the Event or future events. For example, if we offer a mobile app, we might make your data available to the mobile app provider so it is accessible through the app.

By engaging with Event sponsors through the in-person or digital experience, you authorize Sage to share with such partner or exhibitor your first and last name, title, company, phone number, and email address provided during Event registration. In such cases, further use of your information will be governed by the sponsor's own privacy policy. If you wish to opt out of further communications from such sponsors, please follow the instructions provided by the sponsor.

For additional information about our personal data handling practices, please see our [Privacy Policy](#).

We do not sell your information to third parties, including our sponsors.

If you believe a sponsor or other attendee has collected your information without your consent, please inform us immediately at [sagetransform@sage.com](mailto:sagetransform@sage.com).

## Notice and Release - Photography, Recordings

Sage (and/or others on behalf of Sage) will be photographing, recording (both audio and video) throughout the Event. This includes but is not limited to general sessions, breakout sessions, networking events, and other activities. By participating and attending the Event:

- You agree that your image, likeness, voice, statements, and other identifying characteristics (your "image") may be recorded (the "Recordings"), and you consent to the use of your image in connection with the use of the Recordings.
- You irrevocably grant Sage, its parent, affiliated and subsidiary companies, agents, contractors, licensees and designees and their respective successors (the "Sage Parties") and assigns a nonexclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your image therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with Sage, its business and/or event (including any future reoccurrence of the event or a similar event), and for any other lawful purpose.
- You waive any right you may have to inspect and/or approve the use of the Recordings, images, or any reproductions thereof, and you agree that Sage is not obligated to make any use of your image or exercise any of the rights granted to it.
- You understand that your image may appear in Recordings made available to you, other attendees, or the public, and that third parties may retain and distribute those Recordings.
- You agree that Sage exclusively owns all rights (including without limitation, intellectual property

rights) in the Recordings and all results and proceeds derived from the use of the Recordings and your image therein, and that no portion of such proceeds will be shared with you.

- You waive and release any and all rights or privacy or publicity, and any and all claims to compensation or damages or of violation and intellectual property rights, in connection with the use of the Recordings and your image therein and/or any advertising or publicity relation thereto.
- You represent that you are of full legal age and have read this release and fully understand its contents.

### **Attendee Recordings**

You acknowledge that other attendees at the event, including journalists, are permitted to record (by photograph, audiotape or videotape) activities and attendees in the public areas of the Event (such recordings, "Attendee Recordings"). If you make any Attendee Recordings, you agree that such Attendee recordings may only be used for personal or non-commercial purposes, and may not be used by you or another attendee to suggest any endorsement or sponsorship by or of Sage. Use of Attendee Recordings for commercial purposes requires the prior written permission of Sage. Sage is not responsible for Attendee Recordings that contain your name or image.

### **Use of Event Materials**

Any materials provided at the Event, such as live streams, video recordings, downloadable materials, etc. ("Content") are licensed, and not sold, and are provided only for your personal use and internal use by your company. Any other uses and any dissemination of Content require our express prior consent. Under no circumstances may Content be used for competitive analysis, benchmarking or other similar purposes.

### **Links**

On the Event site or in Content, you may find links to third-party websites and web properties. We are not responsible for the availability or content of any such third-party websites or the products and services located or marketed on them. The inclusion of any link does not imply endorsement by Sage of any linked sites. Your access and use of those websites or any products or services thereon is solely at your own risk and is subject to the terms and conditions and privacy policy(ies) applicable to such sites and resources.

### **Sweepstakes and Contests**

By registering for the Event, you understand and agree that you may be entered into sweepstakes or contests. The sweepstakes and contests administered by Sage may have specific rules of eligibility, so even if you're entered, you may or may not be eligible to win. Sage does not control the contests or sweepstakes offered by our sponsors that you opted-in to enter during the Event.

### **Forward Looking Statements**

Presentations at the Event may include certain "forward-looking statements" by Sage, such as plans, objectives, expectations and intentions and other statements that may not be historical facts and statements.

These forward-looking statements outline our general product and business direction. They are not a promise or representation that Sage will introduce any specific product, service, feature or functionality. Sage may at any time alter its plans and strategies and the prices, features, specifications, capabilities, functions, release dates, general availability, and other characteristics of any product or service. Forward-looking statements should not be relied upon in making purchasing or investment decisions.

Furthermore, actual results may differ materially from those described in the forward-looking statements and will be affected by a variety of risks and factors that are beyond our control. We assume no obligation to update any forward-looking statements contained in this document as a result of new information, future events or otherwise.

### **Unforeseen Circumstances**

The event program schedule is subject to change at any time without prior notice. Sage cannot guarantee the attendance of any exhibitor or speaker, or that any scheduled event will take place. Sage will not be held liable and no reimbursement will be made in the event of the cancellation or modification of the times, dates, sessions and/or events of the Event as a result of an event that is beyond Sage's control,

including but not limited to inclement weather, earthquake, flood, or other act of God, war, invasion, act of foreign enemy, hostilities, riot, national state of emergency, plague, act/threat of terrorism, civil unrest, strikes or other labor disputes, or any other similar or related event which delays or prevents any or all of the Event.

### **COVID-19 Assumption of Risk, Acknowledgement and Waiver**

By registering to attend and participate in this Event, you hereby acknowledge, understand and agree that:

- Sage cannot eliminate the risk of you being exposed to or contracting COVID-19;
- You are fully aware that your physical appearance at the Event Locations(s) and participation in the Event or any Event related activities carries with it certain inherent risks related to infectious diseases or viruses including but not limited to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof;
- You further understand that the CDC has determined that certain risk factors, such as advanced age (65 or older), and certain underlying medical conditions, including kidney disease, COPD, immunocompromised state, obesity, heart conditions, sickle cell disease, diabetes, asthma, cerebrovascular disease, cystic fibrosis, hypertension, liver disease, pregnancy, pulmonary fibrosis, and smoking, increase the risk for severe illness from COVID-19 and its strains;
- You acknowledge that the risks of COVID-19 or its strains are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks;
- You understand and accept that there is Inherent Risk from a failure of other participants not following proper COVID-19 protocols, such as maintaining proper social distancing and hygiene measures, and that the COVID-19 precautionary measures being employed by Sage as designed and implemented in accordance with applicable regulations may be insufficient to prevent the transmission or contraction of COVID-19 and suffering any related injuries;
- You hereby voluntarily, knowingly and freely accept and assume all such Inherent Risks related to illness and infectious diseases, such as COVID-19 or similar viruses, even if arising from the negligence or fault of the Released Parties (as defined below);
- In addition to these Terms, you agree to abide by any Event Health and Safety Guidelines outlined for the Event, including all applicable health and safety laws, rules, regulations, and governmental recommendations;
- Your attendance and participation in the Event is completely voluntary and that you are attending and participating in the Event of your own free will and volition;
- It is your responsibility to ascertain any health conditions you may have that may make it inadvisable for you to participate in the Event or any Event related activity.

### **Disclaimer**

Sage shall not be liable for damages of any kind resulting from errors or omissions in its event materials, nor shall Sage be liable for any damages resulting from the use of its event materials or other information conveyed at the event.

Sage, its directors, officers, employees, agents, representatives, and successors (“Released Parties”) shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs, or expenses, relating to or arising out of any injury to any other person or any loss of or damage to any property arising from or in connection with attendance at the Event or participation in any event activities or events.

## **General**

California law will govern these terms, as well as any claim, cause of action or dispute that might arise between you and Sage Intacct, without regard to conflict of law provisions. Any controversy, claim or action arising out of or relating to this agreement will be settled by binding arbitration in Santa Clara County, California, under the rules of the American Arbitration Association by 1 arbitrator appointed in accordance with such rules. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California for any challenge to this clause or judgment upon the award entered.

These Terms and Conditions and the documents referenced herein constitute the entire understanding between you and Sage Intacct regarding the subject matter hereof. Except as expressly set forth otherwise in this agreement, you may not assign your rights or delegate your obligations under this agreement without Sage Intacct's prior written consent; attempted assignment without such consent is void. If any provision of this agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of the agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party.