#### **Event Terms & Conditions**

The word 'Event' indicates the specific VetCE event that an attendee registers for, including inperson events, virtual events, and webinars.

- (a) "**Kenilworth Media Inc.**" owns and operates our Vet Group brands, which include VetCE, VetMedTeam, Veterinary Practice News, Veterinary Practice News Canada, and VPNextGen; and
- (b) References to these brands and terms such as "**Kenilworth**", **we**", "**us**", "**our**" means the member of Kenilworth Media Inc. holding the Event concerned.

These Terms, and any other terms communicated as part of the registration process, apply to all events held by us in the United States and Canada. Please read the Terms carefully before registering for an event.

#### **About the Terms**

- 1.1 These Terms, and any other terms communicated as part of the registration, together with any other terms in relation to your specific Event, govern the agreement between Kenilworth and the person making the registration and/or attending the Event ("you").
- 1.2 If you are purchasing Event registrations on behalf of other delegates (as part of a group or otherwise), such delegates will also be bound by the Terms for Event registrations, and you agree to provide the Terms to those delegates and to ensure they comply with these Terms.

### **Registration and Payment**

- 2.1 You can purchase and/or request Event registrations through the relevant Event website, by contacting us using the contact details on our main website or onsite at certain Events. If you are purchasing and/or requesting Event registrations on behalf of delegates, you can purchase and/or request Event registrations through the relevant Event website or by contacting us by phone or email.
- 2.2 Submitting an Event registration request does not guarantee your place at an Event. Your place is secured only when we send you your registration confirmation via email to the email address that you have provided as when registering.
- 2.3 Where a fee is required as part of your Event registration, fees can be paid by credit card on the relevant Event website or by sending us a check/money order for group registration invoices. All Event group registrations invoices must be paid within 14 days of the date of the invoice, or if sooner, prior to Event attendance. In all cases, registrations will not be confirmed until registration payments have been processed.
- 2.4 If you registered using a discount promotion code, you are not permitted to share the code or transfer your discounted registration to any other person. You may be able to use the promotion code to register another person with our prior written approval.
- 2.5 Your Event registration confirmation will be emailed to you once registration payment has been processed, or no later than 2 weeks before the Event. If you have not received your confirmation, please contact us using the details on our website or the relevant Event website. All delegates for in-person events will get their delegate badges at the on-site registration desk at the Event venue, subject to producing registration confirmation.

# **Cancellation by You**

3.1 Your Event registration is non-refundable for all event types. Should you decide that you can no longer attend the Event, we will not reimburse you for any expenses, losses or costs that you have incurred in relation to the Event.

## **Transfer or Substitution of Tickets**

4.1 You are not permitted to resell or transfer your Event registration to another individual or allow another individual to attend in place of the named delegate, without our prior written permission.

4.2 If you are no longer able to attend an Event after purchase of an Event registration, we may be able to transfer the registration to another delegate provided by you, subject to our prior written approval and an administration fee.

#### 4.3 If the Event is:

- (a) in-person, you must notify us of any changes before the start date/time shown on your registration confirmation; and
- (b) virtual, you must notify us of any changes before the start time shown on your registration confirmation and you must not share your access to the virtual Event to any other individual without our prior written approval.

# Rescheduling, Replacement, Cancelation and Amendment by Us

- 5.1 We aim to provide the Events as described but we reserve the right to reschedule, replace, cancel and/or amend an Event.
- 5.2 We reserve the right to reschedule or replace Events for any reason and at our sole discretion. Where possible, we will provide you with reasonable notice about the rescheduling or replacement of an Event, however, it is your responsibility to ascertain whether an Event has been rescheduled or replaced. If we choose to reschedule or replace an Event, we reserve the right to apply your registration to the rescheduled or replacement Event (including where that is the version of the Event held in a subsequent year) and your Event registration and associated registration fee will automatically apply to the rescheduled or replacement Event. If we choose to reschedule or replace an Event, these Terms will apply to the rescheduled or replacement Event.
- 5.3 If we are unable to reschedule or replace an Event in accordance with clause 5.2, we will cancel the Event and take reasonable steps to notify you by email at least 60 days before the date of the Event. If we have to cancel the Event at short notice due to unforeseen circumstances, we cannot guarantee that you will be informed of such cancellation before the date of the Event. It is your responsibility to ascertain whether an Event has been cancelled before the date of the Event. We will automatically refund the full price of your registration. Please allow 60 working days for your refund to be processed. We will not otherwise be liable to you for any expenses, losses or costs that you have incurred in relation to the Event.
- 5.4 We reserve the right in our sole discretion to change any aspects of an Event, including but not limited to the Event name, program, content, format, speakers, venue and timing on the scheduled days. Any such changes do not entitle you to cancel your Event registration or to a refund of any part of your Event registration cost.

## **Force Majeure**

6.1 We will not be liable to you for any loss or damage caused to or suffered by you as a direct or indirect result of a failure by us to perform all or any of our obligations in relation to an Event to the extent that the failure is caused by events, circumstances or causes beyond our control or where performance would be inadvisable, commercially impracticable, illegal or impossible.

#### **Event Conduct**

- 7.1 Whilst attending an Event, you must behave respectfully towards your fellow delegates, Event staff, venue staff, guest speakers, exhibitors and sponsors, and comply with:
- (a) all applicable laws (including health and safety requirements), including applicable local, state and federal laws;
  - (b) any instructions given by Event or venue staff;
  - (c) these Terms; and
  - (d) the terms and conditions of the Event venue, relevant website and/or platform.
- 7.2 You are responsible for your own safety whilst attending an Event. Subject to clauses 12.1 and 12.2 of these Terms, we shall not be liable for any loss or damage suffered by you. It is your responsibility to arrange your own insurance coverage for attending the Event.

- 7.3 To enter certain Events and as appropriate, you might be required to provide proof of identification, proof of occupation, proof of membership of a professional body and/or membership number or your student card to receive your Event badge.
- 7.4 Whilst attending an Event, you must not:
- (a) photograph, film, record or livestream any part of an Event without our prior written permission;
- (b) undertake any canvassing, suit casing, soliciting, leafleting, demonstrations, objectionable behavior or any other disruptive or unauthorised activity;
- (c) conduct any business or marketing whilst attending an Event unless you are registered with us as an exhibitor or sponsor for that Event and in that case, you must act in accordance with our separate exhibitor and sponsor terms;
  - (d) bring the Event, Kenilworth or its staff into disrepute;
  - (e) be prejudicial to the image and/or reputation of the Event, Kenilworth, or its staff; and
- (f) do anything that would or is likely to endanger other delegates, attendees, Event staff, venue staff, guest speakers, exhibitors, sponsors or the general public.
- 7.5 By attending an Event, you acknowledge and accept that we or persons authorised by us (whether acting on our behalf or otherwise) may be photographing, filming, recording or livestreaming an Event and we reserve the right to use photographs, images, sound recordings and video footage taken at the Event and screenshots, and other content from virtual, social media or similar environments made available by us or on our behalf in respect of the Event in future or other Events and any marketing materials or media including social media which may include, but is not limited to, your name, voice or image.
- 7.6 Unless otherwise specified or agreed in advance in writing with Kenilworth, children under the age of 18 years are not permitted to attend any of our Events.
- 7.7 If you do not comply with these Terms, we reserve the right to refuse entry and/or remove you from an Event.

## **Pandemics or Epidemics**

- 8.1 You should not attend an Event in person if at the time of the Event:
- (a) you are experiencing or have experienced any infectious disease symptoms (as published by the government of the country in which the Event is held or in the country in which you reside) in the last 14 days;
- (b) you have come into contact with another individual who has any infectious disease or is experiencing any infectious disease symptoms; or
- (c) it is recommended that you self-isolate or quarantine (for example, in accordance with guidelines issued by the CDC or other federal, state or local public health agency).
- 8.2 We reserve the right to impose conditions of entry to our Events, where we consider these to be necessary to comply with government rules and guidance in relation to any infectious diseases, pandemics or epidemics. This may include undertaking health screening prior to entry of an Event (such as a temperature check) or requiring you to wear personal protective equipment such as masks or other face coverings.
- 8.3 You must follow all applicable government and venue laws, rules and guidance in relation to any infectious diseases, pandemics or epidemics at all times when attending our Events. In particular, you should follow the recommended hygiene measures and observe social distancing guidelines. We reserve the right to update the measures in place at an Event without prior notice to you and we also reserve the right to remove any delegates that do not comply with the rules or where we otherwise consider it appropriate in the interest of the health and safety for others attending an Event.

### **Online Events**

- 9.1 If you are attending an online Event, you will receive joining details via the email address that you provided at least 48 hours before the Event is due to start. Please check your junk and spam emails to check for the joining details. If you have not received the joining details 48 hours beforehand, please contact us using the details on our website or the relevant Event website.

  9.2 For our virtual and online Events, we endeavor to provide constant, uninterrupted access to the
- 9.2 For our virtual and online Events, we endeavor to provide constant, uninterrupted access to the relevant website and content, but we cannot guarantee that it will be available for the duration of the Event. We are also not liable for any delay or failure to deliver the virtual Event content caused by third parties (such as speakers) or a technology issue.
- 9.3 It is your responsibility to ensure that you have appropriate equipment, software and sufficient network access to attend a virtual Event.

## **Intellectual Property Rights**

- 10.1 We retain all intellectual property rights in relation to our Events including any content relating to our Events. We may provide a licence to third parties to use content from an Event at our sole discretion.
- 10.2 You may use content relating to an Event solely for your own personal use and not for resale, distribution or any commercial purposes.

#### **Data Protection**

11.1 To facilitate your registration, we will be required to process your personal data, including your name and contact details. For more information about how we process your personal data, please see our <u>privacy policy</u>. By registering for an Event, you are providing your consent to receive relevant marketing/promotional emails from us. Please note that you can opt out of receiving marketing/promotional emails at any time by clicking "Unsubscribe" at the bottom of the emails or by contacting us directly.

## **Limitation of Liability**

- 12.1 Other than as expressly stated in these Terms, all warranties, conditions and other terms implied by statute or law, are to the fullest extent permitted by law, excluded.
- 12.2 Nothing in these Terms shall exclude or restrict our liability, including liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation and any matter for which it would be unlawful to exclude or restrict liability.
- 12.3 Subject to clauses 12.1 and 12.2, we are not liable for:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software data or information;
  - (f) loss of or damage to goodwill or reputation; and
  - (g) indirect or consequential loss.
- 12.4 Subject to clauses 12.1 and 12.2, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) arising out of or in connection with the performance of our obligations under these Terms shall be limited to the amount paid for the Event registration.
- 12.5 The views and materials produced by speakers, exhibitors, and sponsors at Events are their own. We do not recommend, endorse, or promote the views, acts, or omissions of any speakers or delegates at our Events. We do not recommend or endorse any products or services provided by exhibitors and sponsors. We are also not liable for any information provided or distributed as part of an Event or for any actions taken by delegates as a result.

#### Miscellaneous

- 13.1 In the event of any inconsistency between these Terms and any terms and conditions stated on your registration form or confirmation, these Terms shall take precedence unless any separate terms and conditions state that they take precedence partially or in their entirety.
- 13.2 These Terms constitute the entire agreement between Kenilworth and you and supersede and extinguish all previous agreements between Kenilworth and you, whether written, electronic or oral, relating to its subject matter.
- 13.3 We reserve the right in our sole discretion to update these Terms from time to time to reflect changes in the law, to meet regulatory requirements or to reflect new industry guidance and codes of practice without providing you with notice and you agree to be subject to and bound by any such updates. You are advised to review these Terms periodically for any changes.
- 13.4 If you have any questions about these Terms, our Events or any other issues, please contact us via the "Contact Us" on the relevant Event website, on <a href="https://www.kenilworth.com">www.kenilworth.com</a>.

#### **Governing Law**

14.1 These Terms (including any non-contractual matters arising from or in connection with these Terms) are governed by the laws of the State New York and the courts in New York City shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with these Terms.