

# Conference terms and conditions

#### **Invoices**

If you wish to pay via credit card for the conference fee, you are required to submit credit card details during the registration process. Micro Focus will send you a registration confirmation by email. You can either pay immediately by credit card or via bank transfer within 10 days.

All invoices will be issued in EURO (€). A booking fee of 3% will be included in your booking.

#### Conference fee

The conference fee is €571,65 (incl. 3% booking fee) and includes the full-conference pass, access to all sessions, workshops, the Digital Transformation Zone, Meeting Center, daily coffee and lunch breaks, and any scheduled evening activities.

#### **Event cancellation**

Should you cancel your participation, the following cancellation terms apply:

- Prior to and including 23 January 2019
  You will receive a refund of the full conference fee.
- Between 24 January and 25 February 2019 50% cancellation fee payable.
  You will receive a refund of 50% of the conference fee.
- Between 26 February 2019 and the event
  You will not receive any refund on the conference fee.

### **Substitutions and passes**

Until 21 March 2019, attendees may substitute an approved colleague in the event that the original attendee can no longer attend. However no elements of the event package booking may be amended.

Substitution proposals must be received in writing and addressed to **support@mfuniverse-emea.com** indicating both the original and the substitute registrant, and also indicating that the substitute registrant agrees to these Terms and Conditions.

Sharing of attendee passes is not allowed. One pass per person only. This applies to the duration of the event.

### **Event entry in Vienna**

All attendees will be required to provide photographic identification (e.g. passport or national identity card) when collecting their badge at the Austria Center Vienna.

Micro Focus reserves the right, in its sole discretion, to limit or deny access to the event to any entity or individual. Receipt of an application and/or payment does not constitute an acceptance. Applications and/or payments that are not accepted will be returned.

### **Force Majeure**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, homeland security red alert issued 45 days or less from start of program, infectious disease, epidemic or other serious public health issue that results in a travel advisory or warning 45 days or less from the accommodation start date, terrorism, disaster, strikes, civil disorder, curtailment or significant interruption of transportation facilities that affects 20% or more of the event's attendance, or any other emergency of a comparable nature beyond the parties' control, making it inadvisable, impossible, illegal or which materially affects a party's ability to perform its obligations under this agreement. Neither party will be deemed in default of this agreement to the extent that performance of the subject party's obligations is delayed or prevent due to a Force Majeure event, provided that the affected party shall give the other party written notice of the Force Majeure event promptly and, in any event, within fifteen (15) days of discovery of such Force Majeure event. No refund will be given in the event of full cancellation due to Force Majeure.

### **Limitation of liability**

For violation of obligations and tort, Micro Focus and its vicarious agents are liable without limitation in case of willful conduct and gross negligence. As far as the violation on the part of Micro Focus and its vicarious agents is not considered as willful or gross negligent the liability under this agreement is limited to a maximum amount of €100.000. Any further liability is excluded, in particular such for consequential damages and loss of profit or data. This limitation does not refer to damages due to unauthorized use of intellectual property, life threatening, bodily injury or adverse health effects.

### **Governing law**

These terms and conditions are governed by Austrian laws, without application of its conflict of laws provisions.

## Photographs and videos during and after the event

Micro Focus Universe 2019 is held in a public space; therefore we do not prohibit participants, exhibitors, sponsors, news organizations, and other companies from photographing or audio/video recording general event activities for non-commercial purposes. However, this does not allow photos and audio/visual recording of sessions and demos that are covered under any relevant Confidential Disclosure Agreement. Photography and audio/video recording for commercial purposes is strictly prohibited without prior written authorization from Micro Focus. Anyone found to be photographing or audio/visual recording for commercial use without official authorization may have their recording equipment confiscated and any recorded material destroyed.

# Photographic and video recording use by Micro Focus

Your attendance at Micro Focus Universe 2019 constitutes your consent to Micro Focus and its affiliates and agents photographing and/or making audio/visual recordings of you at Micro Focus Universe 2019 and using those photographs and audio/visual recordings for future marketing purposes, free of charge, royalty, or any other form of compensation.

#### Use of event attendance data

In order to enhance and optimize your attendance at Micro Focus Universe 2019, Micro Focus reserve the right to use data provided during registration to provide schedule recommendations and advice. This data will not be shared with partners or third-party entities.