

2024 Vista Group Conference Terms and Conditions

Last Updated: August 8th 2023

These terms and conditions (these “Terms”) govern your registration for and participation at the 2024 Vista Group Conference (the “Event”) and are an agreement between Vista Group International Limited (“Vista,” “we,” “us,” or “our”) and you. You represent to us that you are authorized to enter into these Terms.

1. Event.

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process and pay any registration fee. Unless the Event’s registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 18 years of age on the first day of the Event. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. We may also change the Event program at any time in our sole discretion.

2. Safety and Security.

Your safety and security is important to us. You understand that you and your property may be subject to a reasonable search upon entry to the Event and you may be asked to provide photo identification. If you refuse to participate in these security measures, we may deny you entry. We also reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees. If we deny you entry or require you to leave, you will not receive a refund. You must follow all health and safety protocols communicated to you at or prior to the Event.

3. Your Information.

3.1 We will handle your information in accordance with the [Vista Group Privacy Notice](#).

4. Recordings and Your Materials.

You grant us, our affiliates, and our independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event (the “Recordings”). You grant to Vista and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate, for any purpose relating to our business, all or any part of the Recordings and Your Materials.

5. Taxes.

All amounts stated or referred to in the registration fees are exclusive of all goods and services taxes, value added taxes, sales tax or similar taxes (if any). Applicable taxes, including (but not limited to) sales taxes, will be included in the final amount charged to you.

6. Cancellation and Refunds.

All cancellations and substitutions must be submitted in writing to hello@vistagroupcon.co. If you cancel, the following cancellation schedule shall apply:

(a) Cancellation prior to 1st October 2023: 50% of the registration fee will be refunded.

(b) Cancellation on or after 1st October 2023: no refund shall be available; however, team substitutions may be permitted. Please contact hello@vistagroupcon.co to make the necessary amendments.

Refund requests will be processed following the Event. Refunds will be transferred via internet banking to a nominated bank account or, where applicable, to the credit/debit card utilized for the initial ticket purchase.

8. Assumption of Risk.

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

9. Release of Claims.

To the maximum extent permitted by law, neither party will be liable to the other party for any loss of profits, loss of revenue, loss of data, or any other indirect, consequential or special loss or damage suffered or incurred by a party arising out of or in connection with the Event.

10. Limitations of Liability.

Our maximum liability arising out of all claims in connection with the Event or these Terms will not exceed in aggregate NZD\$100.

11. Miscellaneous.

11.1 Severability. If any part of the Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of the Terms, which will remain in full force, and that provision will be deemed to be modified to the extent necessary to render it legal, valid, and enforceable.

11.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, pandemic, riot, strikes, lock outs or other industrial disputes, changes in law, failure of third party suppliers, shortages of supplies or raw materials, or civil disturbance, war, sabotage, insurrections, blockades, embargoes, storms or other similar events.

11.3 Assignment. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign any or all of these Terms to an affiliate company or as part of a corporate reorganization.

11.4 Governing Law. These Terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

11.5 Dispute. If any dispute or difference arises out of, or in connection with these Terms ("Dispute"), the Party claiming that a Dispute has arisen may give notice (a "Notice of Dispute") to the other Party to the Dispute specifying the nature and reasonable details of the Dispute. On receipt of a Notice of Dispute, the Parties to the Dispute will endeavour to resolve the Dispute by agreement between them through good faith negotiations and discussions between their respective appointed

representatives or by an alternative dispute resolution technique that the Parties agree upon. If the Dispute is not resolved within thirty Business Days of the date of the Notice of Dispute being referred to the Parties or by an alternative dispute resolution technique then, unless otherwise agreed, any Party to the Dispute may, by notice to the other, refer the Dispute for determination by arbitration in accordance with the following provisions:

(a) the arbitration will be conducted by a sole arbitrator agreed by the Parties (or if they fail to agree on an arbitrator within five Business Days of the reference of the Dispute to arbitration, the arbitrator will be appointed by the Chairperson for the time being of the Arbitrator's and Mediators' Institute of New Zealand (or his or her nominee));

(b) the decision of the arbitrator will be final and binding on the Parties;

(c) all Parties to the Dispute will use all commercially reasonable endeavours to ensure that the arbitration is conducted expeditiously, so as to obtain and implement a timely decision of the arbitrator; and

(d) subject to any award made by the arbitrator (it being the intent that the Party who is found to be at fault or incorrect in the arbitration will bear costs), the costs of the arbitrator will be borne equally by the Parties.

11.6 Modifications to these Terms. We may modify these Terms at any time by posting a revised version on this website. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check this website regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

11.7 Entire Agreement; English Language. These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms). If we provide a translation of the English version of these Terms, the English version of these Terms will control if there is any conflict.