

Terms & Conditions - Better Event

In registering for SafetyCulture's event - "Better" (the "Event") - you ("Attendee" or "you") agree to the following terms and conditions (collectively, the "Agreement") with SafetyCulture Pty Ltd (ACN 089 180 049) ("SafetyCulture" or "us" or "we" or "our").

1. **Registration.** Attendees must purchase a ticket ("**Ticket**") through the event website operated by SafetyCulture ("**Site**"), or via a separate order form provided by SafetyCulture to you ("**Order Form**"). Entry to the Event will not be granted unless a valid Ticket has been purchased. In the event your Ticket is purchased via Order Form, a representative from SafetyCulture will contact you to register you for the Event. The Event is not directed at individuals under 18 years of age. If any details you provide to us change, or you wish to transfer your ticket to somebody else, please let us know by emailing globalevents@safetyculture.io.
2. **Code of Conduct.** By registering for and participating in the Event, you agree to comply with all applicable federal, state, local laws and ordinances, as well as any SafetyCulture policies and procedures as set forth in this Agreement or on the Site. SafetyCulture (in its sole discretion) reserves the right to remove or exclude any person from the Event (whether virtual or in person) who does not comply with this Agreement or is considered to be acting in an offensive, obscene or harmful way.
3. **Personal Release.** Photography and audio or video recording may occur during the Event by or on behalf of SafetyCulture. You agree that SafetyCulture may use or share any such photographs or recordings containing your image, voice, or likeness, if captured, in connection with any promotional purposes anywhere in the world, via any media platform. You agree that SafetyCulture may provide a copy of such photographs or recordings to speakers, venues and other third parties associated with the Event for those third parties to use for their own purposes. In

the event you do not wish to be photographed or recorded, you must tell a representative of SafetyCulture before the start of the Event.

4. Photography, Recording or Use of Event Information by Attendees.

Photography, audio recordings and video recordings by Attendees, and use of any SafetyCulture trademark or logo, are not permitted without the prior written consent of SafetyCulture. All information learned or observed by you in relation to the Event, including but not limited to keynote speeches, session presentations, and names or company names of other Attendees ("Event Information"), is for your internal business purposes only. You may not publish, distribute, sell, or otherwise make available any Event Information without receiving prior written consent from SafetyCulture. You can request consent by emailing globalevents@safetyculture.io.

5. Confidentiality; Feedback. You should not provide any information that you consider confidential during the Event. You agree that SafetyCulture is not subject to any confidentiality obligations or use restrictions related to information that you may provide in connection with the Event. You acknowledge that SafetyCulture shall be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you provide, including completion of any evaluation forms, polls, or surveys. You warrant that all information provided to us is true and correct and not misleading in any material respect.

6. Personal Information and Privacy. SafetyCulture may use all data or information provided by you in connection with the Event for registration purposes, in accordance with SafetyCulture's [Privacy Policy](#). SafetyCulture may share your information with third parties engaged to assist us with the Event and to send you information about related products, services and events that we think may be of interest to you. When you give us personal information about another person you

represent, you agree that you are authorised to do so and will inform the person that SafetyCulture has collected their information as part of the Event and of the contents of this Agreement.

7. **Event Program.** SafetyCulture reserves the right to modify the Event program and schedule, which is published as an indication only. SafetyCulture may cancel, change the date, the format or relocate the Event at any time before the scheduled date of the Event. You must obtain your own insurance against any loss associated with the Event being cancelled, postponed, rescheduled or relocated. SafetyCulture may utilize a third-party application to share announcements, schedule updates, or other relevant Event information ("**Event Updates**") during the Event. You agree and acknowledge that it will be your responsibility to monitor the third-party application for any Event Updates.
8. **In person attendance.** If you attend the Event in person, including any experiences, services, or other activities ("**Experiences**") provided by third-parties, vendors, sponsors, or partners who operate independently of SafetyCulture, in connection with the Event, you do so at your own risk. SafetyCulture is not responsible for any harm or loss unless caused by it or its staff or agents willful misconduct or gross negligence. You acknowledge and agree that the health and safety protocols are based on the current environment and are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the venue, public health officials or SafetyCulture.
9. **Accommodation.** We may recommend accommodation in proximity to the Event. You will be charged directly by the hotel for your accommodation. The hotel enforces strict cancellation policies and expects you to comply with its policies and procedures. We encourage you to read the booking information, including any

terms and conditions, in full prior to reserving your accommodation. SafetyCulture may receive a financial benefit from the hotel for any rooms occupied and paid for by you during the Event.

10. Third party providers. To the extent we provide your information to a third party in connection with your use of the third party's products and services, your use of such products and services will be subject to the applicable agreement between you and the relevant third party, including that use of your information will be subject to such third party's privacy policy.

11. Fees. You agree to pay all fees associated with your selected Ticket when you register for the Event. If you elect to pay by credit card or debit card, SafetyCulture will charge you the applicable Fees immediately. You must pay all invoiced Fees within the deadline as set out in that Order Form. All fees are non-refundable, non-cancellable, and non-creditable, unless you provide written notice to SafetyCulture at least seven (7) days before the start date of The Event. Notice must be sent in writing to globalevents@safetyculture.io. If you cancel your Ticket in accordance with this section 11, SafetyCulture will refund you the amount paid for the cancelled Ticket(s) (less any fees and charges which are non-refundable).

The Fees payable by you for your Ticket(s) exclude any duties, customs fees, or taxes (other than SafetyCulture's income tax), including any VAT, GST or other applicable sales tax ("**Taxes**"). To the extent that such Taxes are applicable, you must pay us such Taxes in addition to the Fees. If you have obtained an exemption for such Taxes, you must provide SafetyCulture with any information SafetyCulture reasonably requests to determine whether SafetyCulture is obliged to collect Taxes from you, including your relevant Tax identification number. You will pay SafetyCulture for the Tickets without any withholding for Taxes. If you are required to withhold Taxes by law, you will pay such additional amounts as are necessary

so that the net amount received by us after such withholding will be equal to the full amount that we would have received if no withholding had been required.

12. Disclaimer of Warranties. SafetyCulture makes no warranties of any kind in respect of any aspect of the Event, Event Information, or any other materials related to or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event, Event Information, and related materials are provided on an “as-is” basis. SafetyCulture does not accept any responsibility or liability for reliance by you or any Attendee on any aspect of the Event or any information provided at the Event or for virtual Attendees, any issues or failures that disrupt your connection to the Event.

13. Limitation of Liability. To the extent permitted by applicable law: (i) SafetyCulture will not be liable to you for any indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event, Event Information, or other aspect related to or in connection with this Agreement; including as a result of the Event being cancelled, rescheduled, postponed or relocated; and (ii) the aggregate liability of SafetyCulture for any direct claim in any way connected with, or arising from, the Event, Event Information, or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), will be limited to the amount paid by you to SafetyCulture under this Agreement.

14. Indemnification. You agree to defend, indemnify, and hold harmless SafetyCulture and the Event venue and their respective employees, officers, directors, and agents from and against all third-party claims, losses, or damages to persons or property, governmental charges or fines, and costs (including

reasonable attorney's fees) arising out of or in connection with your conduct at the Event.

15. **Promoting your goods or services at the Event.** Promotion of your goods or services is strictly prohibited at the Event, without written consent from SafetyCulture. You must not solicit business from other attendees or Event participants or set up events or activities intended to encourage attendees to leave the Event or that otherwise competes with the Event.
16. **Onselling, Raffles and Promotions.** You must not sell, offer for sale, offer at auctions, resell, donate, make available or otherwise transfer your registration to another person without receiving prior written consent from SafetyCulture.
17. **Governing Law.** This Agreement is governed by the laws of New South Wales, Australia without reference to conflict of laws principles.
18. **General.** This Agreement constitutes the entire agreement between SafetyCulture and you in relation to the Event and supersedes all prior and contemporaneous terms, agreements, proposals, or representations, whether written or oral, with respect to the subject matter herein. This Agreement may be modified from time to time. If SafetyCulture makes a material modification to this Agreement, we will provide you with reasonable prior notice before the change takes effect, by emailing you at any address you have provided to us. Any material modifications to this Agreement will take effect on the date set forth in the notice; all other changes will become effective on the date we publish the modification. If you access the Event virtually or attend the Event in person, you will be taken to have accepted the modified Agreement. No part of this Agreement will be superseded or governed by any agreement between SafetyCulture and you relating to the use of SafetyCulture's products or services.