

## TERMS AND CONDITIONS WORKDAY ALTITUDE 2022

These Terms and Conditions (the “**Terms**”) govern your registration, attendance at, and participation in **Workday Altitude 2022** (“**Event**”) and related activities. By registering for the Event, you agree to comply with these Terms.

### REGISTRATION

You must register for the Event with your business email address through the Event registration website. You will receive a registration confirmation email at the email address you provide during registration. Workday reserves the right to reject, cancel, or terminate any registration at any time.

### BADGES

Event badges (“Badge(s)”) are required for in-person admittance to the Event venue. During the Event, you may pick up your Badge by showing a government-issued picture ID at the Event check-in area. Badges may contain RFID tags and/or beacon antennas which will be used to record your participation in the Event’s meetings, events, and sessions, and to provide you with feedback surveys following the sessions.

### SECURITY

Workday is committed to providing a safe and secure environment. Workday requires you to:

- have your Badge visible at all times while you are at any Event venue, event, or activity. You may not share or exchange your Badge with any person or persons.
- have your bags and property with you at all times. Unattended property may be removed.
- comply with all fire, safety, and health regulations of the Event venue. Attendees who violate such rules and/or who behave in an unsafe or careless manner while attending the Event may be asked to leave immediately and will be held responsible for their actions.

Please note that no persons under 18 years of age will be permitted at the Event, including in breakout sessions, keynotes, and all other Event venues.

Workday reserves the right, without prior notice, to take any security measures it deems appropriate for the safety of attendees. Workday reserves the right to change these procedures, without prior notice, and has sole discretion to deny entry to anyone.

### CANCELLATIONS

If you are no longer able to attend, please email your cancellation notice to [altitude@workday.com](mailto:altitude@workday.com).

### PHOTOGRAPHY RELEASE

By registering, attending, and participating in the Event, you grant Workday the right to record, film, photograph, or capture your image and voice at the Event in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

## **ASSUMPTION OF RISK**

Your attendance at and participation in the Event is completely voluntary. You accept and assume all risks that you may face while attending the Event and waive any claims against Workday relating to such risks, including any risks and claims related to personal injury or damage to you or your personal property if you choose to attend the Event in person. Workday does not guarantee admittance to any specific event, session, or keynote and reserves the right to refuse admittance to any event, session, or keynote to any attendee, at its sole discretion. Unless specified otherwise, attendees at all events, sessions, and keynotes are seated on a first-come first-served basis.

## **PERSONAL INFORMATION**

Workday will handle and protect the information gathered from you during registration, attendance and participation at the Event in accordance with Workday's Privacy Statement located at <https://www.workday.com/en-us/privacy.html>.

By registering, attending, and participating in this Event, you acknowledge and agree that Workday will share your registration and registration details, attendance, Event schedule, and participation information with Event-related companies in order to manage and improve this and future events, Workday's products and services, and enable and coordinate professional networking opportunities. For example, Workday may communicate your name, title, role, email address, company, and Event schedule with session speakers and content stakeholders as well as to Event vendors so that sessions may be adapted to be more relevant to the registered audience.

You agree that Workday may use your email address to send Event updates and survey evaluations. Workday may also use your email address to send marketing-related messages, such as invitations to future Workday events (if applicable based on your registration).

If we receive a request from your employer or organization, we may provide them with a list of all Event attendees registered from their organization, which may include your registration information (first and last name, title, company name, business email address).

We collect country and state information in order to comply with applicable laws for the handling of your information. We also collect country, state, and city information to calculate carbon offset amounts for the Event. Workday will use and aggregate such country, registration, and session attendance information to improve this and future events, Workday's products and services, to provide more relevant information to you in line with your opt-in choices and registration information, and to offer certain optional benefits (such as our Event Alumni Program). If you attend multiple Workday conferences or events, you authorize Workday to aggregate registration, attendance, and participation information to improve this and future events, Workday's products and services, and to provide more relevant information to you in line with your opt-in choices.

## **WORKDAY OR THIRD PARTY TECHNOLOGY**

Following registration, you may access special web application(s) and/or features to access information about the Event, your registration information, or to improve your Event experience (the "Technology"). By registering for this Event, we will share your registration information, which may include personal information you provided during registration, with the providers of the Technology. The Technology is offered to improve your Event experience and to facilitate networking between you and other Event attendees. Your use of any Technology is optional and Workday does not warrant that it will function correctly.

### **THIRD PARTY LINKS**

The Technology or other Event materials may contain links to third party sites ("Third Party Sites"). Such links are provided solely as a convenience and are not under the control of Workday. Workday is not responsible for any Third Party Sites or content provided therein. Third Party Sites are governed by the applicable terms of use or privacy policy posted on those sites or provided to you by that third party.

### **PRESENTATION MATERIALS**

At the Event, you may receive access to Workday and third party licensed content ("**Presentation Materials**"). Workday is not liable for the information in the Presentation Materials. You may use them solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, and posting on intranet/internet) is expressly forbidden.

### **FORCE MAJEURE**

You acknowledge and understand that the times or dates of the Event may change or need to be rescheduled or cancelled due to events beyond Workday's reasonable control, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar event (collectively, "**Force Majeure**"). Workday will attempt to notify you of any such changes as far in advance as reasonably possible. Workday will not be held liable for any costs or expenses incurred by you as a result of such Force Majeure event(s).

### **WORKDAY CHANGES, CANCELLATION OF EVENT** (other than due to Force Majeure)

Notwithstanding the above, Workday reserves the right to cancel or reschedule the dates for the Event for any reason. Workday will notify you via your registration email of any such changes as far in advance as reasonably possible. Workday will not be held liable for any other costs or expenses incurred by you as a result of changes or cancellation.

### **GOVERNING LAW AND JURISDICTION, AND VENUE**

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of California and controlling United States federal law, without regard to their conflicts of law rules or the United Nations Convention on the International Sale of Goods. The federal courts of the United States in the Northern District of California and the state courts of the State of California located in Alameda County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums.

### **DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY**

Workday gives no warranties for any aspect of the Event, Event materials and, to the extent legally permissible, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an "as-is" basis. Workday does not accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event. Except as required by law, Workday shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event. The maximum aggregate liability of Workday for any claim in any way connected with, or arising from, the Event, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Workday.

**ENTIRE AGREEMENT**

These Terms constitute the entire agreement between the parties in relation to the registration, attendance, and participation in the Event and related pre-Event activities and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning this subject matter and is entered into without reliance on any promise or representation other than those expressly contained herein.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any Master Subscription Agreement or any other agreement between Workday or an affiliate thereof and you or your company. To the extent that these Terms are translated, such translation is provided solely for convenience, and the English version of these Terms shall govern any disputes arising here from.

**COVID-19**

By registering for this event, I agree to comply with all event and venue guidelines applicable at the time of the event, which are subject to change. This may include health and safety requirements associated with COVID-19, such as proof of vaccination, a negative COVID-19 test result prior to travel and/or upon arrival, and so on. I understand that if I exhibit symptoms of COVID-19 or mild illness, I will not attend the event. If I am a partner based outside of the U.S., I understand that I must submit a proof of vaccination and a negative COVID-19 test to travel to the U.S. by air and that I will need to present proof of full vaccination and a negative COVID-19-test result upon arrival at the event. If I am a partner based in the U.S., I understand that I must submit proof of full vaccination by June 24, 2022, and a negative COVID-19 test result 24 hours prior to departing for the event. Failure to comply with any of the foregoing requirements will prohibit me from attending the event.

While I acknowledge that Workday is committed to the health and safety of all attendees, I understand that exposure to COVID-19 is an inherent risk in any public location where people are present.