



THE SPORTS LAW & POLICY SYMPOSIUM 2019 PASS TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Sports Law & Policy Symposium 2019 (“**Symposium**”) is organized by The Sports Law & Policy Centre Bengaluru (“**SLPC**”). The Symposium will be held on August 2, 2019 and August 3, 2019 (“**Symposium Dates**”) at the Bangalore International Centre, CA Site, No. 7, 4th Main Road, Stage 2, Domlur, Bengaluru, Karnataka 560071 (“**Venue**”).
- 1.2. References to “us” means SLPC and references to “we” and “our” shall be construed accordingly. References to “you” or “Attendee” means the person/entity purchasing the pass(es) to the Symposium.
- 1.3. By booking a pass(es) for the Symposium, you accept these terms and conditions (“**Terms and Conditions**”) and these constitute the conditions of the contract between you and us. You should read them carefully before making a booking. We recommend you save a copy of them for your future reference.
- 1.4. In consideration of being allowed to register for the Symposium, you hereby represent and warrant that you are authorized to enter into this agreement and that you are not under any disability, legal, contractual or otherwise, which might prevent you from entering into and fulfilling your obligations under these Terms and Conditions.

2. PASS CATEGORIES

- 2.1. The categories of passes available for the Symposium are as follows:
 - 2.1.1. Last Minute Passes: Priced at Rs. 7,500/- plus GST and administrative charges per pass.
 - 2.1.2. Regular Passes: Priced at Rs. 5,000/- plus GST and administrative charges per pass.
 - 2.1.3. Early-Bird Passes: Priced at Rs. 4,000/- plus GST and administrative charges per pass. In order to qualify for these Early-Bird Passes, booking and payment must be received on or before June 30, 2019.
 - 2.1.4. Student Passes: Priced at Rs. 2,500/- plus GST and administrative charges per pass. In order to qualify for purchase and use of Student Passes, you must show your original student photo identification card issued by your university/college, indicating the date of validity, at the Symposium Venue in order to gain admission to the Symposium. In the event that a valid original student ID is not presented, you agree and acknowledge that, without prejudice to other remedies available to us, we reserve the right to deny admittance to the Symposium without refund or to require you to pay the entire amount for a Regular Pass.
- 2.2. Seating shall be provided on a “first come first serve” basis in the main auditorium of the Venue, and any additional attendees will be accommodated in the spill-over room of the Venue. The proceedings of the Symposium will be telecast simultaneously in the spill-over room.
- 2.3. You agree and acknowledge that the abovementioned prices may be subject to change from time to time.

- 2.4. Unless expressly specified otherwise, each pass, irrespective of category, grants the applicable purchaser of the pass the right to: (i) attend the Symposium on the Symposium Dates, subject to these Terms and Conditions; and (ii) the right to avail of such lunch and snacks made available by us at the Symposium Venue on the Symposium Dates.

3. PAYMENT

- 3.1. Passes are available for purchase on the website <https://www.townscript.com/> (“Website”). Payment must be made in full at the time of booking. A valid email address is required for all bookings. Once payment has been received, you shall receive confirmation of booking including the pass(es) in electronic soft copy via email at the email address provided by you while making the booking.
- 3.2. Payment can be made by credit/debit card payment or by bank transfer/direct deposit via the Website. We will not provide any option for purchase of passes at the Venue.
- 3.3. The pass(es) acts as a receipt for the transaction and can be used to receive entry badges at the Symposium on the date listed on the pass. A printed hard-copy or an electronic soft-copy detailing the reference number for the pass purchased along with valid photo ID should be presented to the registration desk at the Venue.

4. NO CANCELLATIONS, REFUNDS AND TRANSFERS

- 4.1. Passes issued for use at the Symposium are personal, non-transferrable and may not be sold or transferred by you.
- 4.2. SLPC accepts no liability if you are unable to attend the Symposium for any reason and will not provide any refund in such instances.
- 4.3. Sharing of passes is not permitted. One pass may not be utilised by several individuals.
- 4.4. There will be no refund on any unused portion of pass(es) if you or your invitees are asked or forced to leave or if you decide not to attend any part of the Symposium.

5. CONTACT DETAILS

- 5.1. You accept that communication with us may be electronic. By submitting your email address or mobile telephone number during the booking process, you agree that SLPC and/or its related entities and/or its event partners may contact you by e-mail and send you event-related information. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

6. CHANGES IN OR CANCELLATION OF THE SYMPOSIUM

- 6.1. You acknowledge that the Venue, timings, speakers and programme of the Symposium are subject to reasonable changes at the discretion of SLPC.
- 6.2. We reserve the right to make alterations to the Symposium programme, venue and timings at any time. We shall not be liable to you for travel expenses (flights/bus/train/petrol/other travel expenses), accommodation expenses, loss, damages, other costs and expenses (including any out of pocket or wasted

costs and expenses) incurred by you, if we are required to cancel, reschedule or relocate the Symposium or if we are required to alter the advertised content or speakers at the Symposium for any reason including as a result of an event outside our control (including, without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts of terrorism or threats of any such acts, any strike action, lock-outs or other industrial action and a pandemic, epidemic or other widespread illness).

- 6.3. Where we alter the time and/or location of the Symposium, we will provide you with notice of the same. SLPC shall provide a refund of payments, less administrative charges, only if the Symposium is cancelled in entirety.
- 6.4. If by re-arrangement or postponement the Symposium can take place, the booking between you and us shall remain in force.
- 6.5. We reserve the right to divide or combine seminars or to change the facilitator of the seminar as required by educational or organizational imperatives. If the original speaker is unable to attend, we will engage a substitute speaker.

7. ADMITTANCE

- 7.1. The right of admission is reserved and is subject to our and the Venue's terms of admission.
- 7.2. It is a condition of entry that you submit to a search of person and possessions prior to entering the Venue and you agree to submit to any such searches including for prohibited items including but not limited to weapons, firearms, controlled, dangerous and illegal substances. In the event that a prohibited item is discovered in your possession, you agree and acknowledge that you shall be refused admittance to the Symposium without refund.
- 7.3. In our sole discretion and without refund, we reserve the right to refuse admittance to or expel from the Symposium anyone that we determine is behaving in a manner that is disorderly, offensive or inappropriate or could be disruptive to the Symposium or any other attendee.
- 7.4. Admission is subject to Venue capacity and other requirements.

8. SYMPOSIUM CONTENT

- 8.1. All rights in all presentations, documentation, reports, and materials published or otherwise made available as part of the Symposium (including but not limited to any documentation packs or audio or audio-visual recording of the conference) ("**Content**") are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that personal, non-commercial use shall be permitted), and in particular (but without limitation) you shall not:
 - 8.1.1. upload any Content into any shared system;
 - 8.1.2. include any Content in a database;
 - 8.1.3. include any Content in a website or on any intranet;
 - 8.1.4. transmit, re-circulate or otherwise make available any Content to anyone else;
 - 8.1.5. make any commercial use of the Content whatsoever; or
 - 8.1.6. use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

- 8.2. To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.
- 8.3. The Content does not necessarily reflect our views or opinions and the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of SLPC. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or organisation presentations, marketing collateral, and/or advertising.
- 8.4. We disclaim any liability for any advice given, or views expressed, by any speaker at the event or in any documentation/Content provided to you. We do not warrant the accuracy of information provided by any third party and accept no liability for any loss or damage which an Attendee may suffer in reliance on it. We accept no responsibility for any error, omission or defects contained in any Content provided by a third party at the Symposium.
- 8.5. Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an "AS IS" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from the use of the Content including any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

9. USE OF ELECTRONIC EQUIPMENT

- 9.1. There are certain restrictions on the use of multimedia at the Symposium and the Venue (i.e., photography, video, audio, online streaming and all future mediums). You are permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

10. CONSENT FOR USE OF IMAGE

- 10.1. We may hire professional service providers (photo/video/streaming/audio) to document and display the event experience at the Symposium and for promotional purposes. We may also use social media (e.g. Twitter) to: (i) post real-time photos and videos to our social media feeds; and (ii) display select submissions from those feeds on monitors throughout the Symposium Venue. Attendees and sponsors are encouraged to capture their event experiences and post their own social content from the Symposium (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any other attendee, sponsor, third party, or SLPC. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an Attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Attendee.
- 10.2. You give your express consent to the use, editing and publication of photos, film recordings, video streams and other visual portrayals of you taken and created at or within the framework of the Symposium ("**Material**") in relation to trade, advertising, marketing and promotional activities and for any other lawful purpose in the ordinary course of SLPC's activities and business in any medium including but not limited to print media, videos or DVDs, and the internet. The photographer/videographer and/or the subjects who

appear in the Material are not entitled to claim any fees; nor can they demand to be mentioned by name if the Material is published. All rights, title and interest (including all worldwide copyrights therein) will be SLPC's sole property, free of any claims of any attendee, exhibitor or sponsor or any persons deriving any rights or interest from the attendee, exhibitor or sponsor.

- 10.3. Due to the prevalence of mobile recording devices in today's world, we disclaim all liability for the capture of your image or video in any multimedia format including by other attendees at the Symposium.

11. PRIVACY

- 11.1. Pursuant to your booking, we may need to collect and keep personal information about you including your name, address, email address, payment details, telephone number and the names of all pass allocations and you agree and consent to such use.
- 11.2. The personal information supplied in connection with this booking will be held by us as a record of attendees and parties expressing interest.
- 11.3. By booking passes for the Symposium, you consent to our collection, processing, and use, in accordance with data protection laws, of such of your data as is required to fulfil our contractual obligations. You also consent to our use of such data to advise and inform you concerning our future events and our sharing of such information with our partners and event sponsors in order for them to contact you about other products and services which may be of interest to you. In connection therewith we are entitled until further notice to such use of your data and to contact you in writing or by phone.
- 11.4. You consent that where appropriate, we may transmit personal data to the facilitator, speakers, partners and sponsors of the Symposium, in the shape of a list of attendees.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1. You agree to indemnify us, our directors, employees, agents, sponsors and affiliates and to hold the foregoing harmless to the fullest extent permitted by law, against all losses, damages, liabilities, suits, proceedings, judgments, costs, claims or expenses of any kind arising from any act or omission by you during or otherwise in relation to the Symposium.
- 12.2. We do not assume any liability for damages sustained by you in connection with the Symposium. Furthermore, we are not liable for the loss of your possessions including items of clothing or other articles on the premises of the Symposium.
- 12.3. Subject to the provisions of Clause 12.2 above, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with any booking (or requested booking) made by you or otherwise in relation to the Symposium, shall be limited to the price paid by you in respect of your booking to attend the Symposium.
- 12.4. Notwithstanding anything to the contrary, we shall not be liable to you for (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any indirect, incidental, ancillary, special, exemplary or consequential damages, loss, costs, claims or expenses of any kind.

13. FORCE MAJEURE

- 13.1. We shall not be held responsible for any delay or failure in performance of our obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, change in speakers, the non-availability of the Venue or other similar causes beyond our reasonable control.

14. GENERAL

- 14.1. You acknowledge that in booking a pass(es) you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.
- 14.2. These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.
- 14.3. You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights and/or obligations arising under these Terms and Conditions.
- 14.4. No waiver or failure or delay on our part in exercising any right, power, privilege or remedy including with respect to a breach of a provision hereunder shall constitute a waiver of such right, power, privilege or remedy or acquiescence of any prior, concurrent or subsequent breach of the same or any other provisions hereof; nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder. No waiver shall be effective unless made by giving a notice in writing and signed by an authorized representative of SLPC.
- 14.5. Should one or more provisions of the present Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The ineffective or unenforceable provisions shall be replaced retroactively by clauses of which the content and intent approach as closely as possible the provision or provisions that have become invalid or unenforceable.
- 14.6. These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.
- 14.7. We reserve the right to change, amend, add to or remove any of the above Terms and Conditions in our sole discretion and without prior notice.
- 14.8. These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of India and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts at Bengaluru, India in respect of any dispute which arises hereunder.