

Terms and Conditions of Attendance and Participation - Virtual Events

These are the terms and conditions (the “Agreement”) governing your participation in any Food Allergy Aware’s virtual events, including training, meetings, workshops, seminar(s), or conference(s) (the “Virtual Event”).

When registering for the Virtual Event you agree to these terms, which form a binding legal contract between the Event owner (Virtual) and presenters Food Allergy Aware or (“Owner and Organiser”) and the registered participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

Participant Requirements

1. Access. Your payment and registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Food Allergy Aware shall have no liability for such costs.

a. Use of Likeness. By participating in the Virtual Event you acknowledge and agree to grant Food Allergy Aware the right to record, film, live stream, photograph, or capture your likeness 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 to Food Allergy Aware 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.

b. Virtual Event Content. You acknowledge and agree that Food Allergy Aware, in its sole discretion, reserves the right to change any and all aspects of the Virtual Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. The Virtual Event content shall be recorded by Food Allergy Aware and will be accessible to paid Participants.

2. Prohibited Conduct

a. Limitations on Use. By registering for a Food Allergy Aware Virtual Event you agree not to sell, trade, transfer or share your access link and/or code, unless such transfer is granted by the Organiser. By registering for a paid Virtual Event, you agree not to share, sell, or trade your access. If Food Allergy Aware determines that you have violated this policy, Food Allergy Aware may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Virtual Events.

b. Disruptive Conduct. You acknowledge and agree that Food Allergy Aware reserves the right to remove you from the Virtual Event if Food Allergy Aware, in its sole discretion, determines that your participation or behaviour create a disruption or hinder the Virtual Event or the enjoyment of the Virtual Event content by other attendees.

c. Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of sessions at Food Allergy Aware Virtual Events.

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- d. Unethical/Non-Compliant Business Practices. Food Allergy Aware reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.
- e. In addition to the requirements and prohibitions set forth in this Section 2, Food Allergy Aware may also exclude any prospective participant from registering for or participating in any Virtual Event, in Food Allergy Aware's sole discretion.

3. Fees and Registration

- a. Payment. The payment of the applicable fee for the Virtual Event is due prior to registration. If such payment is insufficient or declined for any reason Food Allergy Aware may refuse to allow you to access the Virtual Event and shall have no liability in that regard.
- b. Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

4. Cancellation and Quality Assurance

- a. Food Allergy Aware strives to provide you with the most productive and effective experience possible. If after attending a Virtual Event you feel there is some way we can improve, please provide us in writing with your comments on the evaluation provided after the event. Should you feel dissatisfied with your experience please email consultancy@fatc.co.uk
- b. We will evaluate individual complaints in a context of collective comments from the Virtual Event. As speakers are confirmed months before the Virtual Event, some speaker changes or topic changes may occur in the program. Food Allergy Aware is not responsible for speaker changes, but will work to ensure a comparable speaker is located to participate in the program.
- c. Cancellations are subject to the entire Virtual Event fee. All sales are final. No payments will be refunded or refundable. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment. In no event shall Food Allergy Aware be obligated to refund all or a portion of the registration fee.
- d. If Food Allergy Aware is prevented from carrying out its obligations as it pertains to the Virtual Event you registered for as a result of any cause beyond its control, or such Virtual Event cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labour disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") Food Allergy Aware shall have the right to immediately terminate the affected Virtual Event without liability and shall be relieved of its obligations to Registrant. If the affected Virtual Event is terminated due to a Force Majeure occurrence before the first day of the Virtual Event, then Food Allergy Aware will reschedule the affected Virtual Event and your registration fee will be applied to the rescheduled Virtual Event.

5. Virtual Event Registration Confirmation

- a. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Virtual Event email(s) are caught by spam filters.
- b. You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

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- c. In addition, you will also be added to the Virtual Event participant list for notifications of future Virtual Events.
- d. If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

6. Your Privacy

- a. Your privacy is important to us. Check out policy by clicking on the link – <https://foodallergyaware.co.uk/privacy-policy/>

7. Personal Data that you give us for the event.

We may use Personal Data that you provide directly to us for the following purposes:

- a. to carry out our obligations arising from your Virtual Event registration, or any other contract entered into between you and us and to provide you with the information, products, and Virtual Event registration services that you request from us.
- b. to organize Virtual Events that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Virtual Event, the speakers, sponsors, and other attendees.
- c. to provide our newsletter and other publications, provided you have given your consent.
- d. to respond to your questions and provide related Virtual Event registration services.
- e. to provide you with information about other Virtual Events, products, and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information.
- f. to provide you, or permit selected third parties to provide you, with information about Virtual Events, products, or services we feel may interest you, provided you have given your consent.
- g. to transfer your information as part of a merger or sale of the business.
- h. to notify you about changes to our Virtual Events; and
- i. to ensure that content from our Site is presented most effectively for you and your computer.

8. Intellectual Property

- a. All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by Food Allergy Aware or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of Food Allergy Aware.

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- b. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Food Allergy Aware or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Food Allergy Aware or its affiliates, all of which shall at all times remain the exclusive property of Food Allergy Aware and its affiliates.

9. Disclaimer of Warranties, Limitation of Liability

- a. Food Allergy Aware gives no warranties in respect of any aspect of the Virtual Event or any materials related thereto or offered at the Virtual 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 Virtual Event is provided on an “as-is” basis.
- b. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Event are theirs alone and do not necessarily reflect the views, opinions, or positions of Food Allergy Aware or any employee thereof. Virtual Event makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees or sponsors at a Food Allergy Aware Virtual Event and will not be liable for any errors, omissions or delays in this information or any losses, injuries or damages arising from its display or use. Food Allergy Aware does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.
- c. Except as required by law, neither Food Allergy Aware nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Virtual Event or other aspect related thereto or in connection with this Agreement.
- d. The maximum aggregate liability of Virtual Event for any claim in any way connected with, or arising from, the Virtual Event or this Agreement, whether in contract, tort or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Food Allergy Aware under this Agreement.

10. Miscellaneous

- a. Food Allergy Aware’s failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. Food Allergy Aware shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Food Allergy Aware’s reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable, or sub-licensable by you except with Food Allergy Aware’s prior written consent. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys’ fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Food Allergy Aware in any respect whatsoever.