

## Welcome

We are glad, that you have found your way onto this site, which is giving you important and useful information on the terms and conditions for Fujitsu events (“Event”). Please take a little time to read the following thoroughly. If you like, you can save or print this text via mouse-click.

By the terms “you”, “participant” or “user” we refer to you, as registering natural person as well as to the company you are representing. By registering you confirm that you are an authorized representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the following Terms and Conditions to become binding also for your company.

## What we expect you to comply with

Subject to these Terms and Conditions and our policies (including our Data Privacy Policy), we grant you as representative of your company a limited, non-exclusive, non-transferable, and revocable right to join the Event and to use our services in and around the Event, as further set out below. You agree that you will comply with these Terms and Conditions, apply for, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our services does not give you ownership of any intellectual property rights in our services, products or the content you access.

Every participant has the responsibility to keep his/her personal registration data as well as his/her personalized URL safe. The personalized URL is not transferable. It is within the participant’s sole responsibility to secure his/her personalized URL and avoid any misconduct. In case you should discover that there might exist any danger of misuse of your personalized URL or your personal registration data, you shall immediately inform Fujitsu. Fujitsu shall then take measures to deny access to the respective registration data and URL without undue delay. Notwithstanding the above however, Fujitsu shall not be liable in contract, tort or under any legal theory that might be considered to be applicable, for any damages resulting from the abuse of any registration data and/or personalized URL, unless such abuse was caused through the intentional or gross negligent behavior of an Fujitsu employee or a third party acting on behalf of Fujitsu. In addition, Fujitsu reserves the right, at any time and without having to indicate any specific reasons, to cancel or limit the participant’s right to access by blocking its URL.

In addition, when joining the Event, in particular in your communication, you shall ensure not to engage in any of the following activities: i) breach public morality in your manner of use and/or communication; ii) violate any intellectual property right or any other proprietary right; iii) upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data; iv) transmit, store or upload hyperlinks or contents to which you are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful;

# What are our Terms and Conditions for Fujitsu Events

## I. General

**1. Scope:** These Terms and Conditions for Fujitsu Events ("Event Conditions") govern the contractual relationship between the Participant and the Fujitsu Company, which is the organiser of the respective event, be it a physical and/or virtual event ("Event"). Participation in an Event is not linked to the subscription of a newsletter or the conclusion of a contract for products and services from Fujitsu or any of its sales and service partners.

**2. Participants:** Each Fujitsu Event is offered exclusively for business customers who are in contact with Fujitsu or wish to get in contact with Fujitsu. You must not be minor and you may participate in the Event upon confirmation of your registration by Fujitsu. Please note that you act for and on behalf of your respective company. As such, you must be authorized by your company to register for the Event and to represent your company during the Event. If the context or purpose of each paragraph so requires, the terms "you" and/or „Participant" used in these Event Conditions shall include both the Participant and the Participant's Company.

**3. Registration:** Participation in the Event is only possible after Fujitsu has confirmed the Participant's registration in writing, including text form. Fujitsu reserves the right to refuse registration without giving reasons. If the registration for an Event is not confirmed due to a lack of available places, Fujitsu may inform the Participant of alternative events. The registration for the Event is only possible via the respective Event website. Submissions by e-mail, telephone, fax or post will not be accepted.

**4. Elements of the Event:** The Event in general does only include the elements explicitly mentioned in the invitation and on the event website. Some elements of the Event may be provided by third party suppliers (e.g. retailers, airlines, hotel companies, event agencies, partners, service providers, etc.). Subject to paragraph IV of these Event Conditions, Fujitsu shall have no liability in relation to any event element provided by a third party supplier. Third party suppliers may stipulate their own terms, conditions, restrictions or safety instructions, which need to be accepted by Participant as a condition for joining or using the Event element. The Participant or her/his company must organize the journey to the venue at their own expense. The same applies to the journey home.

**5. Modifications of the Event:** Fujitsu reserves the right to change, replace or cancel individual parts of the Event, provided that this does not affect the overall character of the Event. In particular, Fujitsu shall be entitled to relocate the Event, to change speakers instead of those announced or to change the program of the Event. Should this be necessary, Fujitsu will inform the Participants as soon as possible. In the event of complete or partial relocation or shortening of the Event, this shall be deemed to be accepted by the Participant, unless the Participant objects within two weeks upon notification; the Participant shall be informed of this legal consequence in the notification.

### **6. Cancellation:**

a. Cancellation by Participant: Participant may cancel participation in the Event up to two weeks before the start of the Event. In this case Fujitsu will refund the registration fee, if any. For cancellation thereafter the full registration fee will be due, unless a substitute participant from the same company is provided in time and accepted by Fujitsu. The right to participate in the Event cannot be transferred to another person without the prior consent of Fujitsu. In case of no show of the Participant at the Event, the full registration fee, if any, will be due. Unless otherwise stated above, in the event of non-participation for any reason whatsoever, the Participant shall have no claim whatsoever against Fujitsu.

b. Cancellation by Fujitsu: Fujitsu is entitled to cancel the Event for economic, legal or organizational reasons and to terminate the contract extraordinarily. In this case, the mutual performance obligations shall cease to apply and Fujitsu shall reimburse the Participant for any registration fee already paid. A claim to travel and/or accommodation costs as well as loss of working hours is excluded, unless such costs are incurred due to intentional or grossly negligent conduct of Fujitsu. Fujitsu points out that it is possible to book cancellation-free business rates with transport companies (railways and airlines) or to take out an event cancellation insurance.

**7. Copyright:** Any material, information, content, text or other files can be wholly or partially subject to the copyright of third parties or of Fujitsu. All trademarks and brand names that are mentioned in the Event and on its material are possibly protected by third parties unrestrictedly subject to the provisions of the respective valid labeling act and the ownership rights of the registered owners. The fact that a trademark has merely been named in the Event should not imply that trademarks are not protected by the rights of third parties or of Fujitsu. Any material shared or disclosed during the Event may only be used personally by the Participant and may only be reproduced, published or otherwise passed on to third parties in whole or in part with the prior written consent of Fujitsu.

**8. Videos and photos:** Your recording of the Event, e.g. on audio or video tapes, is not permitted. Fujitsu is entitled to make or have made commercial picture and video recordings of the Event and to use them for marketing purposes.

**9. Review:** Following the Event, Fujitsu may contact the Participant by e-mail or by phone in order to review the Event, to learn about your opinion on the Event or to provide further information on the Event.

## II. Compliance

**1. General:** Fujitsu provides the Participant with the opportunity to participate in the Event. It is the Participant's sole responsibility to ensure that the participation in the Event is not in contradiction with the strategy and internal rules of the Participant's company as well as applicable event and anti-corruption and antitrust laws and regulations.

At Fujitsu's request, the Participant is required to provide evidence that participation in the Event complies with the internal rules and policies of its company. Fujitsu may exercise this right even after the Event has ended.

Each Participant is responsible for ensuring that his/her personal data is correct. Participants using any unauthorized assistance or tools or obtaining an advantage in any way via any type of manipulation shall be excluded from the Event. Fujitsu also reserves the right to exclude Participants from the Event who infringe these Event Conditions or who provide participant data that should prove to be false. The Participant is obliged to comply with the requirements of Fujitsu's Global Business Standards.

Fujitsu reserves the right to exclude a Participant from the Event if it has a good faith belief that the Participant has breached, or has caused a breach of this paragraph

**2. Public Officers:** Especially for (but not limited to) public officials, Fujitsu strives to avoid any indication that an invitation to an Event may be construed as inappropriate influence, or even as an attempt at bribery or undue advantage, and that it may conflict with the applicable instructions for acceptance of invitations. With your registration, you confirm you understand that the invitation, issued by Fujitsu, is subject to the approval of your competent authority. You may also be required to provide additional proof of approval (e.g Letter of Acknowledgement).

### III. Data Privacy

**1. General:** Fujitsu is obliged to comply with the applicable statutory data protection regulations (including, but not limited to, the General Data Protection Regulation of the EU). Further information can be found in the Fujitsu Privacy Policy.

**2. Use of Personal Data:** Fujitsu will use the personal data provided within the scope of the registration for the Event for the purposes of its execution. This can include the monitoring and tracking of your usage behavior during the Event as well as the transfer of your personal data within the Fujitsu Group. A transfer to third parties and their service providers can further be necessary for this purpose. Please read carefully the Event specific details, which can be found on the dedicated Data Privacy Statement for the Event or on the registration form.

**3. Publication of names:** The Participant hereby expressly agrees that his/her first and last name may be published on name tags and/or on a list of participants and /or, in addition to the company name in the Event documentation. The Participant herewith further explicitly agrees that her/his company's name is published on the Event web site for Event purposes.

**4. Withdrawal of consent:** If the Participant withdraws his/her consent under data protection law, Fujitsu may no longer use the respective personal data from this point in time. Should this result in disadvantages for the Participant, the Participant cannot derive any legal claims against Fujitsu. The revocation of a consent by the Participant shall also be deemed as withdrawal of the Participant from the Event.

### IV. Limitation of Liability

**1. General:** Participation in the event shall be on the Participant's own responsibility. Fujitsu will arrange for the Event, but will not take the role and responsibility of a tour operator or event agency. Unless expressly stated otherwise by Fujitsu, the Event does not include any insurance. It will be the responsibility of the Participant to take out at his/her own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be required or prudent to obtain. The Participant must hold a current and valid passport and any other relevant travel documentation (e.g. visa) required for travel to and entry to destination of the Event.

**2. Fujitsu Liability:** Fujitsu shall only be liable for damages caused by Fujitsu or one of its representatives as a result of intentional or grossly negligent acts or as a result of a breach of essential contractual obligations. The Participant acknowledges that Fujitsu expressly excludes any liability for the continuous or uninterrupted technical availability of the Event.

Fujitsu shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability should be mandatory at law. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the Participant, shall be limited to cases of gross negligence or intentional behavior of Fujitsu. As far as any information originates from a third party, it has been adopted without any alteration, unless indicated otherwise

As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these Event Conditions, it is limited to € 10.000,- per damaging incident, up to an aggregate maximum sum of € 50.000,- . This limitation of liability does not apply to damages resulting from injury to body or health or to cases of liability under the Product Liability Act. A change in the burden of proof to the disadvantage of the Participant is not associated with the above provisions.

Fujitsu shall not be liable for any claims, losses or damages arising out of or in connection with the Participant's failure to comply with his obligations, in particular in respect of Section II. The Participant indemnifies Fujitsu against any such claims, losses or damages.

**3. Tax:** The Participant may - as a result of participation in the Event - become liable to tax in his country of residence or his company headquarters. Should the Participant incur tax advantages or disadvantages or other costs as a result of this Event, the Participant and/or the Participant's company is solely responsible for this. Fujitsu assumes no responsibility or liability for any tax or other costs, including, without limitation, any income-related taxes, or tax filing and payment obligations, incurred in connection with any assets acquired as a result of attending this Event.

## **V. Miscellaneous**

**1. Content and material of the Event:** Please note: Fujitsu makes no representation that any content, information, software and/or documentation showed, offered or otherwise communicated during the Event are appropriate or available for viewing or downloading at locations in other countries worldwide. Any and all Participants are themselves exclusively responsible for compliance with all applicable local laws. Access to the Event's content information, software and/or documentation from countries, where such content is unlawful is expressly prohibited. If software, services and/or products are offered for download by Fujitsu, any and all use of such software and/or products shall be subject to the relevant license conditions of the legitimate supplier or manufacturer (license agreement).

**2. Export Control:** The cross border performance of services, including of technical know-how and/or service/product documentation may require - for example on account of their destination, nature or purpose - official or government approval. As far as such services are destined for performance abroad, and/or products and/or documentation are destined for export, you and Fujitsu shall cooperate in providing information on request as necessary to obtain any required licenses and approvals in accordance with the valid export control regulations of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) or any other affected country. You shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time. An infringement of the provisions in this section shall be

considered as a fundamental breach and you shall be exclusively liable for any resulting damages. Fujitsu shall not be obliged to supply products or perform services if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union, and the United States, Japan or other countries.

**3. Applicable law and place of jurisdiction:** The law of the country in which the organizing Fujitsu company has its registered seat shall apply, excluding conflict of laws provisions. The place of jurisdiction shall be the registered seat of the Fujitsu company organizing the Event.

**4. Final provisions:** Should any of these Event Conditions be or become invalid, this shall not affect the validity of the remaining conditions. Deviating general terms and conditions of the Participant shall not apply.

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