

## **TERMS & CONDITIONS**

### **Canadian Real Estate Forums and Conferences 2022**

This page (together with any other documents referred to on it) tells you the terms of use ("Terms") on which you may make use of our virtual platforms (our "Sites") and participate as an in-person attendee at the Forum or Conference ("Event") – In-Person, Virtually, On-Demand and/or REF Club ("Club"). Please read these Terms carefully before you start to use our virtual Site or arrive at the venue for the "Event". By attending our Event and using our Sites, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from registering or participating in the Event and/or using our Site immediately.

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Sites.

### **INFORMATION ABOUT US**

Our site is operated by Informa Group plc ("we", "us" or "our"). This is a part of Informa PLC, registered in the United Kingdom under company number 8860726. Our registered office address is 5 Howick Place, London, SW1P 1WG, UK. All Informa PLC UK trading subsidiaries are registered for VAT under one UK VAT group: GB365462636

### **REGISTRATION CONFIRMATION**

Your registration (whether submitted directly by you or on your behalf) is an offer to Informa to attend an Event which is subject to Informa's acceptance in writing (which may include—without limitation—email). A binding contract between Informa and you will only be formed when written confirmation of acceptance ("Confirmation" or "Confirmed") is sent by Informa to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact Informa if you have not received Confirmation within 5 days of your registration, but in any event if Confirmation is not sent within 14 days of Informa receiving your registration, your registration will be deemed to be accepted unless Informa notifies you otherwise. Informa reserves the right in its sole discretion to refuse to accept your registration.

### **ACCESSING OUR SITES**

Access to our Sites is provided on a temporary basis and we reserve the right to withdraw access to our Sites or amend the service we provide on our Sites without notice. We will not be liable if for any reason our Sites is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Sites. You are also responsible for and agree to not share your personalized user access information or not to damage, interfere with or disrupt access to the Sites or do anything which may interrupt or impair its functionality.

Anything on our Sites may be out of date at any given time, and we are under no obligation to update it. We seek to ensure that information published on our Sites is accurate when posted, but we cannot be held liable for its accuracy or timeliness and we may change and remove the information at any time without notice. You must not rely on information on the Sites and you acknowledge that you must take appropriate steps to verify this information before acting upon it.

**MONITORING** We reserve the right to monitor and track your visits to the Sites.

### **INTELLECTUAL PROPERTY**

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### **EVENT AND CLUB PHOTOGRAPHY, AUDIO AND VIDEO RECORDING**

By attending the Event and/or visiting Sites and/or Real Estate Forums Club you acknowledge and agree that where you choose to participate in Webinar, Roundtable, Video or Text Chat or other elements of the Event/Club you are giving us consent to store recordings for any of all online sessions, video conferences, group conversations or ask me anything, etc., that you join, if such recordings are in our systems. You will receive a notification (visual or otherwise) when the recording is enabled. If you do not consent to being recorded, you can choose to leave the virtual environment. You agree to permit us, or any third party licensed by us, to use, distribute, broadcast, or otherwise globally disseminate your likeness, name, voice and words in perpetuity in television, radio, film, newspapers, magazines and other media now available and hereafter developed, both before, during and any time after the Online Event, and in any form, without any further approval from you or any payment to you. This grant includes the right to edit the media, the right to use the media (alone or together with other information), and the right to allow others to use or distribute the media.

We may permit your sharing and publishing of your content to the Event and you grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use your contribution. You understand that you are responsible for your contribution and it may be publicly available. We have discretion whether to publish your contribution and we reserve the right without further notice to

you, to monitor, censor, edit, remove, and/or delete any and all of.

## **REFUND, CANCELLATION, POSTPONEMENT AND NAME CHANGES**

### **REF CLUB Membership Subscription**

You have a right to cancel your purchase of REF Club membership subscription within 48 hours of payment being made without giving any reason and to receive a reimbursement of said payment, you need to notify us in writing (email – include registration #, name and organization) of your decision to cancel your REF Club membership subscription within 48 hours of the day the payment/contract was concluded. The refund will be made in the same form as the original payment was received (for example, a credit card payment will refund to the same credit card account number).

However, you acknowledge that when you purchased a REF Club Membership you agreed to the download of digital content and that if you access the Sites, the Services or any Digital Content you lose your right to withdraw.

All purchases of REF Club membership subscription are non-refundable in their entirety after the end of this 48 hour 'cooling off' period or immediately following your access of the Sites, the Services or any Digital Content.

You acknowledge that all refunds are subject to deduction of a 20% administration fee.

### **In-Person Cancellation & Name Changes**

Any in-person registration cancellation or name change may be requested up to two weeks prior to the Event.

A refund of 80% of the fee paid will be made in the same form as the original payment was received (for example, a credit card payment will refund to the same credit card account number) for cancellations.

A onetime name change is permitted up to two week prior to the Event for In-Person tickets – a fee of \$70 will be applied.

### **MAXIMUM CAPACITY**

Informa Group are working attendance at venue maximum capacity – waitlist for the Event will be managed as follows:

1. Once the maximum anticipated capacity is reached – we will move to a waitlist situation
2. Should space free up, or increase, the waitlist will be managed in the following priority order on a first come basis as follows:
  - REF Club Members take precedence over others on the waitlist – followed by
  - Sponsoring companies; in order of sponsorship value at the time of allocation of space – followed by
  - All others waitlisted

### **FORCE MAJEURE**

Should government guidelines between In-Person registration and the Event date, render the Event undeliverable as In-Person, the event will be postponed/rescheduled. Registration fees will be rolled over to rescheduled event and refunds will not be provided.

In the case of force majeure or in the event that the organizers decide that an in-person event is untenable (due to travel restrictions or similar), the organizers reserve the right to pivot an in-person event to virtual. In which case in-person registrations will be changed to virtual and a 20% refund will be made to the credit card used for registration – full refunds will not be provided.

### **PERSONAL USE ONLY**

The Services and the Sites are for your personal use only and may not be shared with other individuals. We grant you a limited, non-exclusive, non-transferable right to access the Services and view the Sites and participate in networking. Except for this, no right, title or interest shall be transferred to you.

### **USAGE TERMS**

Access to the Sites and use of the Services requires compatible devices, and certain software (including third party software) may be required or may need updating, and your use of the Services and Sites may be affected by the performance of these elements.

You must have a high-speed internet connection in order to access the Sites and Services. When accessing the Sites or Services through a mobile network, your network or roaming network will apply fees for data usage.

We, in our discretion, and without any liability or obligation to refund, reserve the right to refuse participation to or to remove access to the Sites anyone that we determine is behaving in a manner that could disrupt, hinder or cause a nuisance to the Sites or to the enjoyment of any other person or organization.

Speakers, program and venue are subject to change without notice. Participants must be 19 years over. By registering, you agree to all of the above policies.

You agree to defend, indemnify, and hold us, our related companies, affiliates, subsidiaries, joint venture, third-party service providers, and our respective employees, contractors, agents, offices, and directors harmless from all claims, liability, damage, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of the Terms by you or any other liabilities incurred by us arising out of your attendance or participation or access to our Sites.

### **REAL ESTATE FORUMS CLUB**

If you choose to complete an online profile, your profile will be discoverable and visible in the app to other Sites users. By using the Sites you agree to this and understand you can modify your preferences at any time within the Sites.

### **MASKING, HEALTH SCREENING & VACCINATION POLICY**

Local provincial government protocols for large gatherings at the time of the event for vaccine, masking and social distancing in both plenary and concurrent rooms will be incorporated at all In-Person Canadian Real Estate Forums and Conferences. Until further notice, and intended for networking periods outside the programmed sessions, the organizers are applying a colour code “comfort level” traffic light preference system, whereby a coloured sticker will be attached to the attendee name badge. See opposite for what the colours signify. All registrants will be asked to select their preference when registering for the event. Note: the colour chosen during registration can be changed on the run up to the event and on site during the course of the day.

## **SYMPTOMS OF COVID**

Anyone with COVID-19 symptoms – even slight - should self-test before attending the Event to ensure that they are negative for COVID-19. If test is positive follow government guidelines in place at the time. By doing so you are protecting other attendees and our staff. Similarly anyone with a family member, living in the same home, or someone with whom there has been close contact, who has tested positive for COVID 15 days or less from the date of the event should not attend the in-person element of the event.

## **ELEMENT OF RISK**

You accept that, the “Event” you are attending is entirely your responsibility to decide whether or not to participate. If at any time during the event you feel unwell or consider that it is unsafe for you to continue, please seek appropriate advice. You also accept that it is entirely your responsibility to observe all health and safety requirements and instructions that you may be given in relation to protocols. To the extent permitted by applicable law, Informa and all entities within the Informa group (as well as any employees or other representatives of the same) excludes all liability for any loss, injury, disease, virus, or damage whatsoever that you may suffer in connection with or arising from your participation at this Event program. The limitations and exclusions in this paragraph only apply to the extent permitted by applicable law.

**IMPLIED TERMS** The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

**LIABILITY** The material on the Sites is provided "as is", without any conditions, warranties or other terms of any kind.

We, any other party (whether or not involved in creating, producing, maintaining or delivering the Sites), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Sites in any way or in connection with the use, inability to use or the results of use of the Sites, any websites linked to the Sites or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Sites or your downloading of any material from the Sites or any websites linked to the Sites. Nothing in these Terms shall exclude or limit our liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud.

## **INVESTORS**

The information contained on our Sites (including, without limitation, the financial information concerning us or our corporate group) is not an invitation to invest in shares or other securities, or any other products or services or otherwise deal in these or enter into a contract with us or any other company. The information provided should not be relied upon in connection with any investment decision. If you need advice, please consult with a professional financial adviser.

The past performance of us or any other company referred to on the Sites cannot be relied upon as a guide to its future performance. The price of shares and the income derived from them can go down as well as up and investors may not recoup the amount originally invested.

Our Sites contains certain forward-looking statements that are neither reported financial results nor other historical information. Because these forward-looking statements are subject to assumptions, risks and uncertainties, actual future results may differ materially from those expressed in or implied by such statements. Many of these assumptions, risks and uncertainties relate to factors that are beyond our ability to control or estimate precisely, such as delays in obtaining or adverse conditions contained in regulatory approvals, competition and industry restructuring, changes in economic conditions, currency fluctuations, changes in interest and tax rates, changes in laws, regulations or regulatory policies, developments in legal or public policy doctrines, technological developments, the availability of new acquisition opportunities or the timing and success of future acquisition opportunities. These forward-looking statements speak only as of the date of their publication on the Sites. We do not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date of their publication on the Sites.

#### **JURISDICTION AND APPLICABLE LAW**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Sites, although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Thank you for attending our Events and visiting our Sites.

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