

Conditions of Booking - SAS® FORUM UK 2018

IMPORTANT: THE ORDER AND THIS LEGAL AGREEMENT SET OUT BELOW GOVERN THE PROVISION OF THE EVENT (AS DEFINED BELOW IN SECTION 1) AND ANY RELATED GOODS AND SERVICES BY SAS AND YOUR PURCHASE OF A PLACE TO ATTEND THE EVENT AND ANY RELATED GOODS AND SERVICES. PLEASE READ THE ORDER AND THESE TERMS CAREFULLY. ADVICE ABOUT YOUR LEGAL RIGHTS IS AVAILABLE FROM YOUR LOCAL CITIZENS' ADVICE BUREAU OR TRADING STANDARDS OFFICE.

1. DEFINITIONS

1.1. In these Terms these capitalised words have the following meanings:

- (a) **“Agreement”** means the Order Form and the Terms.
- (b) **“Event”** means the SAS ® FORUM UK 2018 held by SAS at the Vox Conference Centre, Resorts World, Birmingham B40 1PU, UK.
- (c) **“Event Date”** means the date on which the Event is held, which is the 18-19 June 2017.
- (d) **“Event Outside Our Control”** means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, weather events or failure of public or private telecommunications networks.
- (e) **“Exam”** means the SAS certification examination (if any) You have chosen to sit, or for Your employees to sit, during the Event.
- (f) **“Exam Materials”** means the Exam preparation guide sent to You (if any) in advance of the Event.
- (g) **“Fee”** means the fee set out in the Order Form which is payable for You or Your employees to attend Event.
- (h) **“Order”** means the order You make via the online Event registration process for goods and services from SAS.
- (i) **“Order Form”** means the completed online form You fill in to register for the Event (as confirmed by Us).
- (j) **“SAS”, “We”, “Us” or “Our”** means SAS Software Limited (CRN: 01316437), a company registered in England and Wales with its registered office address at Wittington House, Henley Road, Medmenham, Marlow, Bucks. SL7 2EB.
- (k) **“Sessions”** means sessions at the Event which are topic specific and are listed on the Event website during the online registration process.
- (l) **“Terms”** means these terms and conditions.
- (m) **“You” or “Your”** means, if you are an individual, the individual booking the Event or if you are a company, the company on whose behalf you are making a booking for the Event.

- 1.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. CONTRACT; CONTACT DETAILS AND OTHER INFORMATION

- 2.1. If You have any questions about the Agreement or Your Order please write a letter to Us at Our registered office address set out above in section 1.1(j) (for the attention of the SAS Community Manager – Sarah Field). Alternatively You can contact Us by emailing the SAS Community Manager at Sarah.Field@sas.com or by calling Us on 01628 486933 and asking to speak to the SAS Community Manager. If You have any questions regarding credit card payment for Your Order please contact The Live Group by calling them on 020 8481 2062. Our VAT number is GB 347 3475 38.
- 2.2. The Agreement is entered into between You and Us and sets out the terms on which we agree to allow You (and if You are a company, Your named employees) to attend the Event and to provide related goods and services to You. You agree that you are ordering goods and services on your own behalf or on behalf of your employer. If you are ordering goods and services on behalf of your employer you confirm that you have full authority from your employer to do so, and acknowledge that SAS is relying on this when agreeing to enter into a contract with You.
- 2.3. The Agreement will become binding on You and Us after You place Your Order, accept these terms by clicking 'Accept' during the online registration process and once We receive Your payment of the Fee. This is when a contract comes into existence between You and Us. The Agreement will expire (unless terminated early in accordance with these Terms) once We have provided the Event and all related goods and services to You and You have paid the Fee.
- 2.4. In exchange for Your payment of the Fee in accordance with these terms We agree to allow You to attend the Event, the Exam and the Sessions set out in the Order Form, and if You (or if You are a company, Your named employees) have chosen to sit an Exam, the Exam Materials.
- 2.5. If any of these Terms conflict with the terms of the Order Form, the Order Form will take priority.
- 2.6. We shall assign an order reference number to the Order and inform You of it during the Event registration process. Please quote the order reference number in all subsequent correspondence with Us relating to the Order.
- 2.7. The images of the Event on the Event website are for illustrative purposes only.

3. CHANGES TO THESE TERMS

- 3.1. We may revise these Terms from time to time in the following circumstances:
 - (a) changes in how We accept payment from You; or
 - (b) changes in relevant laws and regulatory requirements.
- 3.2. If We have to revise these Terms under clause 3.1, We will give You at least 1 (one) months' written notice of any changes to these Terms before they take effect. If we change these Terms You can choose to cancel the contract in accordance with clause 15.4.

4. CHANGES TO YOUR ORDER

- 4.1. You may make a change to the Exam You have chosen to sit and/or the Sessions You have chosen to attend (or if You are a company the Exam and/or Sessions You have chosen for Your named employees to attend) before the Event start date via the Event website at www.sas.com/uk/forum. We will try to make these changes for You but may not be able to accommodate Your requested changes.
- 4.2. We will ask You to provide the names of the attendees for the Event upon registration. If You wish to make any changes to these names You must notify Us before 10 working days prior to the Event start date and ensure that the substitute agrees to the terms of the Agreement. After this time We will try to accommodate requests for changes to the names of individuals attending the Event but cannot guarantee that We will be able to accommodate such changes.

5. FEES AND PAYMENT

- 5.1. The Fees will be set out in Our price list in force at the time We confirm Your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with You.
- 5.2. All Fees are inclusive of VAT. However, if the rate of VAT changes between the date of the Order and the date of the Event, We will adjust the rate of VAT that You pay, unless You have already paid for Your Order in full before the change in the rate of VAT takes effect.
- 5.3. All Fees must be paid in advance of the Event. We will not send You Exam Materials until all Fees have been paid by You.
- 5.4. If You choose to pay for Your Order by credit card You agree to pay for Your Order during the online registration process for the Event. You can pay for Your Order with these forms of payment: VISA, VISA Debit, MasterCard, VISA Electron and American Express credit or debit cards. Payment processing is handled by a designated third party payment processor. Billing occurs at the time of or shortly after Your transaction. You agree that You will pay the Fees, and that the third party payment processor may charge Your credit card for the Fees and any additional amounts that may be accrued by or in connection with Your Order. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING A VALID CREDIT CARD FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card You designate during the Event registration process.
- 5.5. If You choose to pay for Your Order by invoice We will ask You to provide Us with a purchase order number. We will quote this purchase order number on the invoice We provide to You. We will provide You with an invoice made out to the individual or company whose information you have provided Us with during the online registration process. We will provide this invoice to You within 1 week of confirmation of Your purchase order number. **INVOICES ARE PAYABLE IMMEDIATELY.** You agree that You will provide SAS with a purchase order number promptly after completing the Event registration process and that You will pay the Fees upon invoice from SAS. Please note that Your attendance at the Event, and Your chosen Exams and Sessions are not confirmed until Your payment is received by Us.

6. SPECIAL OFFERS AND AVAILABILITY

- 6.1. SAS provides an 'early-bird offer' for the Event; Early Bird Rates below are available provided the places are booked by up until 1 April 2018.

6.2.

TYPE:	2017-DEL. EARLY BIRD: 1 DAY	2017-DEL. EARLY BIRD: 2 DAY	EARLY BIRD: 1 DAY	FULL RATE: 1 DAY	EARLY BIRD: 2 DAY	FULL RATE: 2 DAY
DELEGATE	75 GBP	150 GBP	100 GBP	125 GBP	175 GBP	200 GBP
ACADEMIC				50 GBP		100 GBP

CERTIFICATION				50 GBP*		50 GBP*
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*Additional to conference pass cost.

Any conference codes provided to You are personal to You and cannot be shared with third parties. Only conference codes provided to You by SAS are valid. If You have received a conference code from a third party, this code is not valid for Your use.

6.3. Spaces at the Event are subject to availability. We will not accept Your Order if no further spaces are available at the time of Your Order.

6.4. Spaces in Exams and in Sessions are subject to availability. Your chosen Exams and Sessions are not confirmed until We receive Your payment.

7. PROVIDING THE EVENT AND RIGHT FOR SAS TO MAKE CHANGES TO THE EVENT FORMAT

7.1. We will make every effort to provide the Event on time. However, there may be delays due to an Event Outside Our Control. See section 14 for Our responsibilities when an Event Outside Our Control happens.

7.2. We will need certain information from You that is necessary for Us to provide the Event, for example, dietary requirements and other pertinent information. We will ask for this information from You (or from the individual making the booking on Your behalf if You are a company) during the registration process. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked.

7.3. If You do not pay the Fee when You are supposed to as set out in sections 5.3, 5.4 and 5.5 of these Terms, We may refuse You entry to the Event until You have paid Us the outstanding amounts.

7.4. We may make changes to the published programme, Sessions and speakers attending the Event at any time. If We make these changes We will attempt to let You know as soon as practicable by posting a revised agenda on the Event registration site. Please continue to check the Event registration site after You have booked in order to be informed of these changes.

8. IF THERE IS A PROBLEM WITH THE SERVICES PROVIDED AT THE EVENT

8.1. In the unlikely event that there is any defect with the services provided by SAS at the Event:

(a) please contact Us and tell Us as soon as reasonably possible;

(b) please give Us a reasonable opportunity to repair or fix any defect; and

(c) If You notify Us during the Event We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the services provided by Us at the Event.

8.2. If You are a consumer, You have legal rights in relation to services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about Your legal rights as a consumer is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

9. IF THERE IS A PROBLEM WITH GOODS PROVIDED TO YOU AT THE EVENT

9.1. If You register for an Exam, We will send You the applicable Exam Materials once We have received Your payment of the Fee.

9.2. Please note that timescales for delivery will vary depending on the availability of the Exam Materials and Your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands or otherwise outside the UK. Unfortunately We do not deliver to certain addresses outside the UK. If You are outside the UK please contact us via one of the methods in section 2.1 to find out whether We deliver to Your address.

9.3. Occasionally Our delivery to You may be affected by an Event Outside Our Control. See section 14 for Our responsibilities when this happens.

9.4. If You have asked to collect the Exam Materials from Our premises, You can collect the Exam Materials from Us at any time during Our working hours of 9.00 – 17.30 on weekdays.

9.5. Delivery of Exam Materials shall be completed when We deliver the Exam Materials to the address You gave Us or You collect them from Us.

9.6. The Exam Materials will be Your responsibility from the completion of delivery or collection from Us.

9.7. You own the Exam Materials once We have received payment in full. However, You must respect Our intellectual property rights in the Exam Materials – please see section 18.

10. IF THE GOODS ARE FAULTY

10.1. If You are a consumer, You have legal rights in relation to goods that are faulty or not as described. Advice about Your legal rights as a consumer is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

11. OUR LIABILITY TO YOU IF YOU ARE A CONSUMER

11.1. This section 11 sets out Our liability to You if You are a consumer.

11.2. If We fail to comply with the Agreement:

(a) We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Agreement or Our negligence; but

(b) We are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by You and Us at the time we entered into this contract.

11.3. Our liability to You under section 11.2(a) is limited to £10,000 (ten thousand pounds) or 300% of the Fee, whichever is greater.

11.4. We only supply You allow You to attend the Event and provide related goods and services for personal use. You agree not to use the Exam Materials or the services for any commercial, business or re-sale purpose, and We have no liability to You for any (a) loss of profit, (b) loss of revenue, (c) loss of anticipated savings, (d) loss of opportunity, (e) loss of goodwill, (f) loss of business, (g) business interruption, or (h) loss of business opportunity.

11.5. WE WILL NOT IN ANY CIRCUMSTANCES BE RESPONSIBLE TO YOU FOR ANY TRAVEL EXPENSES OR HOTEL COSTS OR ANY RELATED CANCELLATION FEES CHARGED TO YOU BY A THIRD PARTY.

11.6. Notwithstanding 11.2, 11.3, 11.4 and 11.5 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

12. OUR LIABILITY TO YOU IF YOU ARE NOT A CONSUMER

12.1. This section 12 sets out Our liability to You if You are not a consumer.

12.2. We shall not be liable to You for any of the following types of loss (whether such losses were foreseen, direct, foreseeable, known or otherwise) howsoever arising (whether in contract, tort (including negligence) or otherwise): (a) loss of profits (whether actual or anticipated); (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; or (g) for any indirect, special, consequential or incidental loss or damage.

12.3. SUBJECT TO SECTION 12.2 THE TOTAL AGGREGATE LIABILITY OF SAS IN RESPECT OF ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE FEES.

12.4. Notwithstanding sections 12.2 and 12.3 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) defective products under the Consumer Protection Act 1987.

13. WARRANTIES AND WARRANTY DISCLAIMER

- 13.1. Some or all of this section may not apply to You if You are a consumer. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.
- 13.2. SAS warrants that it shall provide the Event and related goods and services using reasonable skill and care. The exclusive remedy for breach of this warranty is refund of Fees paid for the Event. SAS warrants that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.
- 13.3. **EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT SAS DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE EVENT OR GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE EVENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14. EVENTS OUTSIDE OUR CONTROL AND TECHNICAL PROBLEMS

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control, technical issues, the unavailability of key personnel or key materials without which We cannot provide the Event or if there are low numbers of attendees registered to attend the Event. In these circumstances We will provide You with a refund (see section 16.2).
- 14.2. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Agreement:
- (a) We will contact You as soon as reasonably practicable to notify You; and
 - (b) Our obligations under the Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our provision of the Event to You, We will arrange a new Event date as soon as reasonably practicable after the Event Outside Our Control is over.
- 14.3. You may cancel the Agreement if an Event Outside Our Control takes place and You no longer wish to attend the Event. Please see Your cancellation rights under section 15. We will only cancel the Agreement if the Event Outside Our Control continues for longer than 1 (one) week (or occurs on or immediately prior to the Event) in accordance with Our cancellation rights in section 16.
- 14.4. We may have to delay the Event if We have to deal with technical problems, the unavailability of key personnel or key materials, or an Event Outside Our Control. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. If We delay the Event You can choose to: (a) attend the Event on the new dates; or (b) cancel Your Order in accordance with section 15. If You choose option 14.4(a) the Agreement will continue between Us (updated so as to reflect the new Event dates and We will send You a new Order confirmation by email) and You shall remain liable to pay the Fees (if You have not paid them already).

15. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 15.1. You can cancel Your Order at any time for any reason before 10 working days prior to the Event start date. You can do this by contacting Us via one of the methods set out in section 2.1 above. Please note that We need to **receive** Your notice of cancellation before 10 working days prior to the Event start date. This does not affect Your other rights to cancel under this section 15.

- 15.2. If You cancel Your Order in accordance with section 15.1 We will provide You with a refund of any Fee paid by You (less the retail price value of any Exam Materials – see section 15.6) within a reasonable period of cancellation. If You have selected to pay by invoice We will provide You with a credit note for the Fee and, if applicable, invoice You for the Exam Materials (see section 15.6).
- 15.3. If You cancel Your Order for convenience within 10 days prior to the Event start date or on the Event dates, You will pay Us the Fee (if not already paid by You), and if You have already paid the Fee we will not provide You with a refund. However, where You have cancelled an Order because of Our failure to comply with the Agreement (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us and We will provide You with a refund if You have already paid. This does not affect Your legal rights as a consumer if the provision of goods or services by SAS are faulty.
- 15.4. You have the following rights to cancel Your Order and to a refund where You choose to cancel because We delay the Event, We are affected by an Event Outside Our Control, We change the Agreement under section 3 to Your material disadvantage, or we change the Exams or Sessions under section 7.4 to Your material disadvantage: (a) if We have not started to provide the Event or related goods and services to You, You may cancel Your Order by contacting Us in accordance with section 2.1 above and We will refund the Fee to You (less the retail value of the Exam Materials – see section 15.6); and (b) if We have started to provide the Event or related goods and services to You, You may cancel Your Order by contacting Us in accordance with section 2.1 above and if You have paid by credit card We will refund the Fee to You less a reasonable sum representing the portion of the Event and related goods and services received by You up to the date of cancellation. If You have paid by invoice We will refund the Fee and invoice You for a reasonable sum representing the portion of the Event and related goods and services received by You up to the date of cancellation and You agree to pay such invoice. This does not affect Your legal rights as a consumer if the provision of goods or services by SAS are faulty.
- 15.5. You may cancel the Agreement with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within 30 days of You asking Us to in writing;
 - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
 - (c) We change these Terms under section 3.1 to Your material disadvantage;
 - (d) We are affected by an Event Outside Our Control.
- 15.6. If You have booked spaces in Exam(s) and You cancel Your Order You will be under an obligation to immediately return any Exam Materials provided to You by Us in the same condition as in which they were provided to You. If You do not return the Exam Materials, or if You do not return the Exam Materials in the same condition in which they were provided to You:
- (a) If You paid by credit card We will deduct the value (retail price) of any Exam Materials from the amount refunded to You; and
 - (b) If You paid by invoice We will issue You with a credit note and re-invoice You for the value (retail price) of any Exam Materials, and You agree to pay such invoice immediately.

This does not affect Your legal rights as a consumer if the provision of goods or services by SAS are faulty.

16. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 16.1. We may cancel or delay the Event due to an Event Outside Our Control, technical issues, the unavailability of key personnel or key materials without which We cannot provide the Event or if there are low numbers of attendees registered to attend the Event. If We have to cancel the Event

before the start date of the Event or on the Event date(s) due to an Event Outside Our Control, technical issues, the unavailability of key personnel or key materials without which We cannot provide the Event or if there are low numbers of attendees at the Event, We will promptly contact You.

- 16.2. If We have to cancel or delay the Event under section 16.1 before the Event and You have made any payment of Fees in advance, We will refund these amounts to You (less the retail price of the Exam Materials – see section 15.6).
- 16.3. If We have to cancel or delay the Event under section 16.1 on the Event date(s) and You have made any payment of the Fees in advance: (a) if You have paid by credit card We will refund the Fee to You less a reasonable sum representing the portion of the Event and related goods and services received by You up to the date of cancellation; and (b) If You have paid by invoice We will refund the Fee and invoice You for a reasonable sum representing the portion of the Event and related goods and services received by You up to the date of cancellation, and You agree to pay such invoice.
- 16.4. We may cancel the Agreement at any time with immediate effect by giving You written notice if:
 - (a) You do not pay Us when You are supposed to as set out in sections 5.3, 5.4 and 5.5; or
 - (b) You break the contract in any other material way and You do not correct or fix the situation within 30 days of Us asking You to in writing; or
 - (c) You breach or threaten to breach Our intellectual property rights.

17. HOW WE USE YOUR PERSONAL INFORMATION

- 17.1. Any personal information You provide to Us, Our subcontractors and/or their third party payment processors during the Event registration process will be processed by SAS, its subcontractors and their third party payment processors for the purpose of completing the transaction with You, registering You for the Event, Exam (if applicable) and Your chosen Sessions (or if You are a company the Sessions You have chosen for Your named employees), billing You for the Fees and processing Your payment. SAS may provide Your personal information to the Event sponsors if You have provided Your consent for SAS to provide Your personal information to the Event sponsors during the Event registration process.
- 17.2. If You consent to SAS processing Your personal information to send You marketing communications, any personal information You give us will be treated in accordance with SAS' privacy statement which can be found at www.sas.com/privacy.html.
- 17.3. Your personal information may be collected at the Event. Any personal information You provide to a SAS representative at the Event will be treated in accordance with the notice provided to You by the SAS representative at that time. **PLEASE NOTE THAT SAS REPRESENTATIVES WILL BE TAKING PHOTOGRAPHS AT, AND FILMING AT, THE EVENT. SAS MAY PUBLISH GROUP PHOTOGRAPHS, VIDEOS AND PRESENTATIONS ONLINE ON THE INTERNET AND IN PROMOTIONAL MATERIAL, WHICH MAY BE MADE AVAILABLE PUBLICLY WORLDWIDE. BY ACCEPTING THESE TERMS AND SUBMITTING YOUR ORDER YOU CONSENT TO THE USE OF YOUR IMAGE IN THIS WAY. IF YOU DO NOT WISH YOUR IMAGE TO BE INCLUDED IN A PHOTOGRAPH PLEASE NOTIFY A SAS REPRESENTATIVE PRIOR TO OR AT THE EVENT.**
- 17.4. If you are entering into the Agreement on behalf of a company, 'You' in this section refers to Your named employees whose details You provide to Us. You warrant that You have the all requisite

consents to provide Your employees' personal information to Us and for Us to process Your employees' personal information in accordance with this section.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Any notes and/or materials provided to You prior to or at the Event (including the Exam Materials) ("SAS Materials") are the exclusive copyrighted property of SAS and are made available to You for Your personal use or if You are a company for the personal use of Your employees. All right, title, and interest in and to copyrights, patents, trade secrets, or other intellectual property rights in the SAS Materials shall belong exclusively to SAS. None of the SAS Materials may be reproduced, republished, distributed or posted. Copyright notices and other proprietary rights notices in the SAS Materials shall not be deleted or modified. SAS and all other SAS Institute Inc. product and service names are registered trademarks or trademarks of SAS Institute Inc. in the USA and other countries. □ indicates USA registration.

19. CONFIDENTIALITY

19.1. You agree not to disclose any information You receive at or in connection with the Event relating to Us which appears by its very nature to be confidential.

20. HEALTH AND SAFETY

20.1. You must adhere to Our policies and processes which are in place for the Event to protect Event attendees', and Our employees' and contractors' health and safety. You agree to comply with any instructions provided by SAS employees and contractors which are provided to You for the purpose of ensuring the health and safety of Event attendees, SAS employees and/or SAS contractors. SAS shall be entitled to eject You from the Event if You fail to adhere to these policies or processes, or SAS' instructions, and this threatens or has the potential to threaten the health or safety of other attendees, SAS employees and/or contractors.

21. DISCLAIMER OF DAMAGE TO PROPERTY

21.1. We are not liable for any theft, damage, destruction or loss of Your property at, during or after the Event. Please note that You should obtain insurance to cover any such loss or damage.

22. OTHER TERMS

22.1. We may transfer Our rights and obligations under the Agreement to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under the Agreement.

22.2. The Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.

22.3. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

22.4. If We fail to insist that You perform any of Your obligations under the Agreement, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

22.5. The Agreement is governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if You are an individual and a resident of Northern

Ireland You may also bring proceedings in Northern Ireland, and if You are an individual and a resident of Scotland, You may also bring proceedings in Scotland.

- 22.6. You and We agree that You and We have read the Agreement, understand it, and agree to be bound by its terms and conditions. It is further agreed that the Agreement constitutes the complete and exclusive statement of the terms and conditions between You and Us governing its subject matter. The Agreement replaces all communications, oral or written, between the parties relating to its subject.