**TERMS AND CONDITIONS**

Updated 24 November, 2021

**Part A – Our Relationship With You**

The enclosed Terms and Conditions govern your access to the Online Event and Services.

The term “Services” is defined as the online event provided by **IgniteDigital 2021 - Fast Forward. Reimagining the Future: Emerging Stronger (the “Conference”)** for participants to watch, view and network via the event, including the use of all features and functionalities, the Website, the interfaces, and all content and software associated with our Services.

Structure of Terms

This Agreement is between the IBPA Conference Society and a Participant who has completed the Online Event registration form and has purchased a ticket (or has or is having a ticket purchased for them) (“Attendee”, “you” or “your”).

Your agreement with us consists of:

**Part A** (Our relationship with you);

**Part B** (Terms of Use);

**Part C** (Attendee terms), which contains terms specific to registered users accessing the Online Event; and

**Part D** (Additional Policies) Your use of our Services are also subject to the following policies which govern your access to and use of the Website and the Online Event mobile applications (“App”) available:

 Privacy Policy

 Cookie Policy

 Content Guidelines

 Anti-harassment policy (collectively, the “Terms”)

IBPA Conference Society is committed to protecting your personal information. These Terms include and incorporate, by reference our privacy policy, which explains the types of information collected, stored, shared and processed in connection with the Online Event, how and why we use such information, who we share it with and your legal rights.

Your Agreement With IBPA Conference Society

You should read this document carefully. These Terms govern your online registration, attendance and/or participation in the Online Event. By registering for the Online Event, you agree that you have read and accepted these Terms and Conditions and agree to be legally bound by them. If you do not wish to be bound by these Terms, please do not register, attend or participate in the Online Event.

Registering On Behalf of Another

If you are registering on behalf of another person, it is your obligation to make sure that the person attending is aware that by being registered, they are accepting these Terms and Conditions and are agreeing to be legally bound by them.

By completing and submitting a registration form on behalf of another person, you are representing and warranting that you have made that person attending, aware of these Terms and Conditions and that you have made that person aware that they are legally bound by them.

By completing and submitting a registration form on behalf of another person, you also agree to indemnify and hold harmless the IBPA Conference Society for any causes of actions, law suits, or damages that may arise from the registrants failure to follow these Terms and Conditions as a result of your failure or omission to make the registrant aware that they have accepted these Terms and Conditions and have agreed to be legally bound by them.

Changes to This Policy

These Terms apply to you from the date of publishing and until these Terms are superseded by a new version.

Terms and Conditions may be updated at any time. Registrants should review to determine the current applicable terms from time to time. Any amended Terms will be posted on our website.

https://ignitedigital.vfairs.com/

Contact Us

For questions about registration or assistance with any registration problems, please contact us at ignitedigital@getvfairs.io

If you have any other questions, concerns, or complaints, you may contact us at Ignite.EPB@iicanada.net.

**Part B – Terms of Use**

1. Access to Online Event

The IBPA Conference Society has the discretion, without any liability or obligation to refund, to refuse participation or remove access to the Online Event to anyone that:

* Is behaving in a manner that could disrupt, hinder or cause a nuisance to the Online Event or to the enjoyment of any other person or partner at the Online Event;
* represents a security or health & safety risk to the Online Event or to any person or partner; and/or
* fails to comply with, or is likely to fail to comply with, these Terms of Use or our Additional Policies (Part D);

The registered participant agrees to comply with all applicable laws in connection with access to or participation in the Online Event.

2. Changes or Cancellation of the Online Event

The IBPA Conference Society will try to ensure that the Online Event programs, speakers, topics, platforms, format and dates are correct at the time of publishing. Circumstances beyond our control may necessitate substitutions, alterations, postponements, or cancellations to the content, format, themes, name, performers, hosts, moderators, venue, timing, platform or dates of the Online Event. The IBPA Conference Society reserves the right to make these changes at any time and will not be liable to the registrant for ANY cost incurred as a result of these changes by the registrant.

The IBPA Conference Society will endeavor to notify the registrant as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information on the Website.

IF THE ONLINE EVENT IS POSTPONED, The IBPA Conference Society WILL PROVIDE YOU WITH ACCESS TO THE ONLINE EVENT AT A LATER DATE.

In the unlikely event of cancellation, our total aggregate liability to you if any, is limited to the refund of paid fees that remain after credit card and payment processing fees have been incurred and deducted, and The IBPA Conference Society will not be liable for any expenditure, damage or loss incurred by the registrant as a result of the cancellation.

3. Photography, Audio and Video Recording

By attending the Online Event, the registrant acknowledges and agrees that where you choose to participate in Webinar elements of the Online Event, you are giving the “Conference” consent to store recordings for any of all webinars or video conferences that you join, if such recordings are in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar. You agree to permit us to use, distribute, broadcast, or otherwise globally disseminate your likeness, voice and words in perpetuity in any 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, and the right to use the media (alone or together with other information).

4. Your Attendance at the Online Event

The registrant is responsible for advising us at the time of making your booking regarding any special access requirements you may require at the Online Event.

5. Third Party Links

The Online Event or the Services may contain links to third parties and to contributions uploaded by participants, including videos, images, descriptions, links and other content. The IBPA Conference Society is not responsible or liable to these third party sites, and you should review any terms and conditions when entering those sites or viewing their content.

6. Personal Use Only

The Services and the Online Event are for your personal use only and may not be shared. For the duration of the Online Event we grant you a limited, non-exclusive, non-transferable right to access the Services and view the Online Event. Except for this, no right, title or interest shall be transferred to you.

7. Usage Terms

Access to the Online Event 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 Online Event may be affected by the performance of these elements.

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

8. Online Event App

If you choose to complete an Online Event app profile, your profile will be discoverable and visible in the app to other Online Event users. By using the Online Event App, you agree to the website terms and conditions and our privacy policy.

9. Intellectual Property Rights

All intellectual property rights (“IP”) in and to the Online Event, the Online Event content, the Services and all materials distributed at or in connection with the Online Event are owned by The IBPA Conference Society, its related companies, and/or the Online Event sponsors or speakers participating in the Online Event. You agree not to reproduce, modify, distribute, license, perform, publish, create derivative works from or use (except as authorized and in accordance with these Terms) the Online Event or the Services for any reason.

Nothing in these Terms shall vest in you any legal or beneficial right in or to any IP owned or used under license by The IBPA Conference Society, its related companies, or grant to you any right or license to any other IP of The IBPA Conference Society and/or its related companies. All such IP shall remain the exclusive property of The IBPA Conference Society and its related companies.

It is strictly prohibited for any company, organization, or person to attempt to host or organize any event in conjunction with, contiguous to or purporting to be related to the Online Event or its affiliates without the express prior permission and cooperation of The IBPA Conference Society. The IBPA Conference Society reserves the right to take such action (legal or otherwise), which may include a claim for damages as The IBPA Conference Society, in its sole discretion, deem appropriate in the circumstances.

10. Acceptable Use

When accessing and using the Website and its related subdomains you are prohibited from:

* violating any law, statute, ordinance or regulation;
* using the Services for any illegal purpose and you agree to use it in accordance with all relevant and applicable laws;
* promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any illegal acts;
* uploading or transmitting through the Services any computer viruses, macro viruses, Trojan horses, worms or any other harmful activity;
* overriding any security feature of the Website or jeopardize the security of your account or someone else’s account (such as allowing someone else to log in to the Website or use the Services as you);
* interfering with the operation of, or places an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);
* using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it or the Services;
* engaging in ‘framing’, ‘mirroring’, or otherwise simulating the appearance or function of the Website;
* removing any copyright, trademark or other proprietary rights notices contained in or on the Website or from the Online Event;
* modifying, creating derivative works or copying or storing any significant portion of the Website or Online Event or any related technology (unless allowed by law or we expressly authorize);
* using filming equipment or other devices to record the Online Event;
* using the Website (or any part of it) in a manner which may result in; (i) the Website and/or the Online Event being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful, libelous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another’s privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website or the Online Event; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, IP, confidentiality and/ or privacy) of the Website;
* attempting to grant any unauthorized access to any part or component of the Website;
* copying or distributing any part of the Website in any medium without our prior written consent; and
* altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or
* reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law;
* Compromising the security of the Services such as transmitting viruses, malware or destructive code;
* Attempting to circumvent restrictions on access or usage;
* Tampering with the Services or accounts of users such as hacking;
* harvesting, gathering or sharing private information from the conference, Services or accounts of its users without consent; or
* Partaking in hostile activities aimed at damaging the conference, Services or accounts of its users.

The IBPA Conference Society may terminate or restrict your use of our Services if you violate these Terms or are engaged in illegal or fraudulent use of the Service.

11. Your Messages and Contribution

Messages

The IBPA Conference Society may permit you to send messages and other communications to us or to other users via the App and/or Website (“Messages”). You are solely responsible for your Messages and the consequences of sending them, and expressly release and hold harmless The IBPA Conference Society, from any and all liability arising from your Messages. You grant The IBPA Conference Society (and The IBPA Conference Society accepts) a global right to use, store, and reproduce your Messages for the limited purpose of sending them to your chosen recipients (and The IBPA Conference Society may also use third party service providers to facilitate the sending of your Messages). You represent and warrant that your Messages will not infringe on any third party right of others. You acknowledge and agree that the provisions of our Content Guidelines and Anti-Harassment policy shall also apply to Messages that you send.

Your Contribution

The IBPA Conference Society may permit your sharing and publishing of Your content to the Online Event subject to these Terms and Conditions and our Privacy Policy (“Your Contribution”) and you grant The IBPA Conference Society a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use Your Contribution on and in relation to the Services. You understand that you are responsible for Your Contribution and it may be publicly available, and You agree to waive any moral rights in Your Contribution. The IBPA Conference Society has discretion on whether to publish your Contribution and reserves the right without further notice to you, to monitor, censor, edit, remove, and/or delete any and all of Your Contributions at any time which The IBPA Conference Society believes to be in violation of these Terms of Use, our Content Guidelines and our Anti- Harassment policy. The IBPA Conference Society reserves the right to access, read, preserve and disclose any of Your Contributions or any other information that we obtain in connection with the Services as The IBPA Conference Society reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce this Agreement, including investigation of potential violations of it; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to your user support requests; or (v) protect the rights, property or safety of The IBPA Conference Society, our users or the public.

You are not permitted to engage in or attempt to engage in any activity that is in breach of the Terms of Use, this includes:

* Impersonating or misrepresenting an individual or entity in a manner that is considered misleading or deceptive;
* Partaking in activities that are considered fraudulent, unlawful or false, such as scams;
* Using our site in any way that breaches any applicable local, national or international law or regulation;
* Sending mass solicitation material without intent or purpose, such as spam;
* Knowingly transmitting any data, or sending or uploading any material, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
* Knowingly sending, receiving, uploading, download, using or re-using any material that does not comply with our content standards;
* Violating the privacy of individuals, or distributing confidential or personal information relating to individuals;
* Violating or infringing any intellectual property or proprietary rights of individuals or entities, including but not limited to copyrights.

You may not use your username, display name, or profile bio to engage in any practice prohibited by these Terms and Conditions.

12. Warranties

To the extent permitted by applicable law, The IBPA Conference Society disclaims all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Online Event or any related materials. You acknowledge and agree that in accepting these Terms you have not relied on any representation or warranty that is not expressly included in these Terms and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms.

The Online Event (including but not limited to: videos, transcripts, audio etc.) is made available AS IS and the “Conference” does not offer any warranty of any kind, or represent that the Online Event will be accurate, complete, or error-free. We are not liable for the usage of, implementation of, impact from, or communication of the ideas presented in any element of the Online Event.

13. Limitation of Liability

You acknowledge and agree that the views expressed by speakers at or in connection with the Online Event are their own and The IBPA Conference Society does not accept any responsibility or liability for any advice given or views expressed during or in connection with the Online Event.

Materials shared or distributed at or in connection with the Online Event are intended for information purposes only and should not be relied upon by you or others. The IBPA Conference Society and its related companies do not provide any guarantees, conditions or warranties that the materials are complete or accurate and do not accept any responsibility or liability for reliance by you or any person on any aspect of the Online Event and/or any information provided at the Online Event.

To the fullest extent allowed by applicable law:

(a) The IBPA Conference Society shall not be liable to you whether in contract, tort (including in negligence), misrepresentation, restitution or otherwise for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of income; loss of opportunity; loss of or damage to goodwill; loss of use or corruption of software, data or information; and/or similar losses or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the performance or contemplated performance of the Terms, even if The IBPA Conference Society had been advised of the possibility of same in advance; and

(b) Subject to paragraph (c) (below), The IBPA Conference Society’s total aggregate liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Terms is limited to the total amount paid by you to The IBPA Conference Society for your ticket to participate and access the Online Event, after the payment of any processing fees or bank charges applicable.

(c) Nothing in these Terms purports to exclude or limit liability for any fraudulent statement or act or in respect of any liability that cannot be excluded or limited under applicable law.

14. Indemnity

You agree to defend, indemnify, and hold The IBPA Conference Society, its related companies, affiliates, subsidiaries, joint ventures, third-party service providers, respective employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, 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 The IBPA Conference Society arising out of your attendance or participation or access to the Online Event.

15. Survival

The clauses of these Terms which by their nature should survive if the Agreement between you and the “Conference” is terminated, shall survive such termination. If any provision or provisions of these Terms shall be held to be unenforceable invalid or illegal, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

16. Force Majeure

The IBPA Conference Society is not liable if the Online Event is, in whole or in part, cancelled, rescheduled or postponed, or if some or all of the Services are unavailable or delayed, if such results from anything beyond The IBPA Conference Society’s control (for example (a) power or server outages or issues (b) update or maintenance periods (c) as a result of a war, acts of God, flood, drought, earthquake or other natural disaster; (d) epidemic or pandemic; (e)terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labor or trade dispute, strikes, industrial action or lockouts; (j) non-performance by suppliers or subcontractors; and (k) interruption or failure of utility service , (l) electronic or communications failure) or anything else that renders performance of the Online Event, in whole or in part, impracticable, illegal or impossible.

17. Governing Law and Jurisdiction

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of Canada applicable therein and treated in all respects as a Canadian contract. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Country of Canada and all courts competent to hear appeals therefrom.

18. Final Terms

The Terms (including our Privacy Policy) contain the entire agreement and understanding between The IBPA Conference Society and the participant in respect of all matters which are referred to herein and supersede any prior, written or oral agreement relating to such matters. You confirm that in agreeing to accept these Terms you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms. However, nothing in these Terms purports to exclude liability for any fraudulent statement or act.

If a Court with jurisdiction over these Terms finds that any part of these Terms is wholly or partly unenforceable, you agree that where possible, the Court should modify the terms to make that part enforceable while still achieving its intent. If the Court cannot do that, you agree that the Court should sever that part which is unenforceable but still enforce the rest of these Terms.

If The IBPA Conference Society fails to insist that you perform any of your obligations under these Terms or The IBPA Conference Society does not act or delays in acting to exercise a right or remedy provided by these Terms, you acknowledge that that does not mean that The IBPA Conference Society has waived its rights or remedies against you or that you do not have to comply with your obligations.

The Terms are personal to you. You agree not to assign or transfer your rights or obligations under these Terms to anyone else without receiving prior written consent from The IBPA Conference Society. The IBPA Conference Society may assign or transfer these Terms without your consent by providing you with notice.

You acknowledge, understand and agree that no agency, partnership, joint venture, or employment is created with The IBPA Conference Society as a result of these Terms and you do not have any authority of any kind to bind The IBPA Conference Society in any respect.

You acknowledge, understand and agree that service of all notices, legal or otherwise, must be effected at the address(es) set out in Part A above (our Registered Address).

The IBPA Conference Society will send all information regarding the Online Event and Services in electronic form to the email address you have provided on your registration.

You agree, acknowledge, understand that the Online Event and Services is intended for informational, entertainment and networking purposes only. The Online Event and Services are not meant to provide you with legal, financial, professional, medical or tax advice and cannot be construed or used for such purposes. You agree, acknowledge, understand that all information and content accessed by you through the Online Event and Services is at your own risk.

The IBPA Conference Society does not endorse or recommend any Party participating in the Online Event and expressly disclaims any liability or responsibility for your usage of, implementation of, impact from, or communications of the ideas or discussions presented by any Attendee, speaker or other participant at the Online Event.

19. Miscellaneous:

* Any reference to the “Terms” also includes all its parts described in Part A, and any amendments to or replacement of them.
* Headings are for reference purposes only and do not form a part of the Terms.
* Reference to any statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
* The singular includes the plural, and vice versa; and “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.
* If you are a consumer, nothing in these Terms excludes any of your applicable consumer or other statutory legal rights that cannot be waived.
* If an individual purchases a general Attendee ticket before purchasing a start-up ticket we reserve the right to grant a full, partial, or no refund at our sole discretion.

**Part C – Attendee terms**

Tickets and Pricing

You will find details of attendee ticket pricing and fees for the Online Event here. Ticket prices for the Online Event are correct at the time of publication.

The IBPA Conference Society reserves the right to change/modify the ticket pricing at any time but any changes will not affect tickets that have already been purchased.

A valid ticket entitles you to access the Online Event as an Attendee online.

Delivery

Once a successful ticket transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address provided by the Attendee. For some ticket types it may be necessary to complete required information such as the Attendee name or tax identification number before the tickets can be issued.

The ticket acts as a receipt for the transaction and can be used to gain access to the Online Event listed on the ticket. The ticket reference number can be used to access the mobile app, in order to register for the Online Event.

All tickets must be assigned to an Attendee, and all Attendee details must be completed within 30 days of receipt of your ticket. For the avoidance of doubt, this includes name, job title and company name.

Ticket reassignment is not permitted.

Discounts

The IBPA Conference Society is not obligated to offer any discounts for the Online Event and reserve the right to change or withdraw a discount offer at any time in our sole discretion.

Women in Tech Tickets

In order to address any gender imbalance at our Online Event, The IBPA Conference Society may, from time to time, offer free and/or subsidized tickets to female Attendees (“Women in tech tickets”) at our absolute discretion.

It is a strict condition of these promotions that only female Attendees can gain access to the Online Event using women in tech tickets.

Ticket Name Changes

Ticket name changes are not permitted.

Refund and Cancellation

Your ticket remains the property of The IBPA Conference Society and is a personal revocable license, which may be withdrawn, and access to the Online Event may be refused at any time upon a refund of the printed registration price.

If you are eligible under applicable law to avail of a right to cancel your purchase of a ticket within 14 days without giving any reason and to receive a reimbursement of payments, you need to notify us in writing of your decision to cancel your Online Event ticket within 14 days of the day the contract for distance selling 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 ticket to the Online Event you agreed to the immediate download of digital content and that if you access the Online Event, the Services or any digital content you lose your right to withdraw.

All purchases of Online Event tickets are non-refundable in their entirety.

Our free and subsidized ticket promotions sometimes include a processing fee. This processing fee is non-refundable in its entirety.

If an individual purchases a general Attendee ticket before purchasing a start-up ticket, we will not grant a full refund when the general Attendee ticket price has increased beyond the start-up ticket price.

No re-selling

Tickets purchased are for your own personal use and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition. This includes subsidized tickets.

Re-selling or otherwise transferring your ticket, not in accordance with the Terms, will void the ticket and the ticket holder will not gain access to the Online Event. Where there has been resale or attempted resale of any tickets (or any other breach of this term), The IBPA Conference Society reserves the right to cancel the relevant tickets with immediate effect.

The IBPA Conference Society reserves the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket reselling or ticket broker.

Age Limitation

You must be 18 years of age to use the Services. Minors may only use the Services under the supervision of an adult.

**Part D – Additional Terms**

Your use of our Services are also subject to the following policies which govern your access to and use of the Website and the App available:

* Privacy Policy
* Cookie Policy
* Content Guidelines
* Anti-harassment policy