

Exabytes- Event Terms & Conditions

Exabytes organises a variety of events including the co-organisation of events with our partners, suppliers, and merchants. These terms and conditions (these "Terms") govern the participants' ("You", "Your") registration for and participation at any Exabytes event (the "Event") and are the agreement between Exabytes ("Exabytes," "we," "us," or "our") and you. By signing up for and/or being present at any event organised or co-organised by Exabytes, you agree to the following terms and conditions:

1. Registration

Your registration for the Event is subject to the following conditions:

- a) You represent to us that You are authorized to enter into these Terms and You are at least 18 years old on the day of the Event unless otherwise stated on the website of Exabytes.
- b) You have completed the registration process including to fill up the relevant registration form or paying a registration fee, if any.
- c) the availability of the Event and the closing of the registration deadline as posted, or as determined by Exabytes or the organiser.
- d) Your compliance to the Terms and other policies may be posted by Exabytes anytime.

2. Assumptions of Risks

You acknowledge and agree that your attendance and participation in the Event is voluntary, and You fully understand the nature of the Event. Save for the instances of negligence, reckless conduct, wilful conduct, or act of Exabytes, to the extent permitted by law, You agree that You or on behalf of a related person, solely assume the risks, hazards, and dangers associated with attending and participating in the Event.

3. Safety & Security

- a) You agree that Exabytes, or the venue or premise management of the Event venue, may impose any security and safety protocols including a reasonable search upon entry to the Event and identity verification. If you refuse to participate in these security measures, we reserve the right to deny your entry and to ask you to leave the Event if we deem it necessary.
- b) You further agree that Your admission to the venue and attendance at the Event is subject to any health and safety policies, measurements, and/or protocols put in place from time to time, including but not limited to requirements of face masks and/or proof of COVID-19 test and/or vaccination prior to or during the Event.

4. Personal Information.

Your personal information collected will be handled in accordance with Exabytes' Privacy Policy. Exabytes, the organiser, its representative, its service provider, event sponsors, its partners, and speakers may use and disclose the personal information collected under this form for the purpose of the Event and communicating with You regarding products, services or other events. For any co-organised event with our partner, we may share your personal information with our partner for the purposes of the Event. Your personal information may be transferred overseas.

5. Speakers and Sponsors.

Any views, opinions, statements, or advice expressed ("Views") by any attendee, speaker, or sponsor at the Event are their own. Exabytes shall have no liability for the Views expressed at the Event or in any material provided to You.

6. Payment

You are aware and agree that You may be required to pay the registration fee for some of the Event. If registration fee is required, Your registration confirmation is subject to Your full payment to Us.

7. Intellectual Property.

The content and material in this event (a) are owned by Exabytes, the organiser, its partners, sponsors or speaker; and (b) are for Your personal, learning and non-commercial use only.

8. Photos and Videos.

Exabytes, the organiser, event sponsor, its partners, or speakers may record the event session or take pictures of all the attendees for marketing and publicity purposes. Exabytes may share the recording(s) and/or photos of the event with our guests and/or partners.

9. Goodies or Door Gifts



All the goodies, door gifts, or products distributed at the event by Exabytes or our event partner(s) are for non-commercial use and not for sale.

10. Travel and Accommodations.

You are solely responsible for making your own travel and accommodation arrangements to attend the Event unless otherwise arranged.

11. Event Dress Code and Protocols

Subject to the nature of the event, Exabytes or the organizer may impose the appropriate dress code and You are expected to comply with the dress code of Your attire selection. You are further required to comply with the Event's protocol as necessary including treating all other attendees of the Event with respect and courtesy, to silence Your devices to minimise distractions, avoiding disruptive behaviours, and others. Exabytes and/or the organiser reserve the right to deny Your entries or request You to leave for any non-compliance with the Terms.

12. Event Rescheduling, Changes, Cancellation.

Exabytes or the organiser reserves the right to reschedule the Event or amend the topics, agenda, speakers, location, and format of the Event with or without any prior notice. If Exabytes or the organiser cancels the Event, the registration fee collected will be refunded to You, provided You have not breached the Terms. If You cancel the registration for the Event, the registration fee is not refundable.

13. Force Majeure

Exabytes or the organiser will not be liable for any delay or failure to cancel the Event where the delay or failure results from any cause beyond our reasonable control, including acts of God, fire, flood, theft, pandemic, labour dispute or other industrial disturbance, systemic electrical, telecommunication, cyber-attack or other utility failures, earthquake, storm or other elements of nature, blockage, embargo, riot, act or order of government, an act of terrorism, or war.

14. Limitations of Liability

Under no circumstances, unless specifically made within the Terms, shall Exabytes, its officer, agent, partners, merchants, suppliers or anyone else involved in planning, producing or organising the Event be liable whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct, indirect, incidental, special or consequential loss or damage (including loss of revenue or profit) that result from the Event and/or the materials, content, recordings, photos of the Event.

15. Disclaimer:

- (a) The Event will be organised on an "as-is" basis without any warranty.
- (b) Exabytes and/or the organiser will not be responsible for:
 - i. any damages resulting from the use of content or material of the event, inability to access the event, and inaccuracies or unavailability in the content or material of the event; and
 - ii. data collection, use or leak by the third-party platform where the event will be hosted.

16. Governing Law

These Terms shall be read and construed in accordance with the laws of Malaysia or such applicable laws of the territory where the Event takes place, and You agree that any dispute that is not able to be solved amicably shall be subject to the exclusive jurisdiction of the Court of Malaysia or the local courts of law.

17. Contact

You may contact us at:

- a) Malaysia: marketing@exabytes.my
- b) Singapore: marketing@exabytes.sg
- c) Indonesia: marketing@exabytes.co.id

if further information or assistance is required.