

# Terms & Conditions

## Part A – Our relationship with you

### Who we are

We are Sonae SGPS, S.A, a company incorporated under the laws of Portugal with company registration number 500 273 170, whose registered office is at Lugar do Espido, Via Norte, 4471-909 Maia, Portugal (“Sonae”).

Sonae is responsible for the organization of a technology conference, taking place on the 27<sup>th</sup> of September of 2024, at Estufa Fria, Lisboa (“Hybrid Event”), hosted hybrid, allowing users to access talks, discussions and hybrid networking opportunities. The conference will be streamed via the Internet, at <https://eventos.sonae.pt/innovators-forum-24> (the “Website”).

These Terms govern your access to the Hybrid Event and all the services provided. As used in these Terms (the “Services”) means the service provided for watching and networking via the Hybrid Event, including features and functionalities, the Website, and interfaces, as well as all content and software associated with them.

### Structure of terms

These Terms apply to the person who completes the Hybrid Event registration form upon purchasing a Ticket (or having a Ticket Purchased for them) (“Attendee”, “you” or “your”) and 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 Hybrid Event; and

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

## **Your agreement with us**

You should read this document carefully. These Terms govern your online and in-person registration, online and in-person attendance at and/or participation in the Hybrid Event. By registering for the Hybrid Event you agree that you have read and accepted these Terms 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 Hybrid 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 of these Terms and accepts them. By completing and submitting the registration form you are representing and warranting that you have made the person attending aware of these Terms and that they have accepted these Terms.

## **Changes to this policy**

These Terms apply to you from the date of publishing and until these Terms are superseded by a new version. We may update these Terms at any time for legal or regulatory reasons or to reflect changes in the Services. Any amended Terms will be posted on here.

## **Contact us**

We have done our best to explain things clearly for you in this document but if you have any questions, please let us know.

- For questions about registration or assistance with any registration problems (or any other questions, concerns, or complaints), please contact us at [hello@innovatorsforum.pt](mailto:hello@innovatorsforum.pt)

## **Part B – Terms of Use**

### **1. Access to Hybrid Event**

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 Hybrid Event anyone that we determine:

- Is behaving in a manner that could disrupt, hinder or cause a nuisance to the Hybrid Event or to the enjoyment of any other person or partner at the Hybrid Event;
- Represents a security or health & safety risk to the Hybrid 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); You agree to comply with all applicable laws in connection with your access to or participation in the Hybrid Event.

## **2. Changes or cancellation of the Hybrid Event**

We try to make sure that the Hybrid Event programmes, speakers, topics, platform, 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 Hybrid Event. We reserve the right to do so at any time and will not be liable to you for any cost incurred by you as a result.

We will endeavour to notify you as soon as reasonably practicable of any substitutions, postponements, or changes by posting the updated information on the Website.

### **IF THE HYBRID EVENT IS POSTPONED, WE WILL PROVIDE YOU WITH ACCESS TO THE HYBRID EVENT AT A LATER DATE.**

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

## **3. Photography, audio and video recording**

By participating in the Hybrid Event, you acknowledge and agree that by choosing to participate in the Webinar elements of the Hybrid Event, Sonae may store recordings of any of the webinars or video conferences you participate in, if such recordings are on our systems. You will receive a notification

(visual or otherwise) when recording is enabled. If you don't want to be recorded, you can choose to leave the meeting or webinar or simply turn off your webcam. You agree to allow us, or any third party licensed by us, to use, distribute, broadcast or broadcast globally your likeness, name, voice and words on the next 5 years on television, radio, film, newspapers, magazines and other media now available and developed below, before, during and at any time after the Hybrid Event, and in any event, 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.

#### **4. Your attendance at the Hybrid Event**

You are responsible for advising us at the time of making your booking regarding any special access requirements you require at the Hybrid Event.

#### **5. Third party links**

The Hybrid Event or the Services may contain links to third parties and to contributions uploaded by participants, including videos, images, descriptions, links and other content. We are 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 Hybrid Event are for your personal use only and may not be shared with individuals beyond your household. For the duration of the Hybrid Event we grant you a limited, non-exclusive, non-transferable right to access the Services and view the Hybrid Event. Except for this, no right, title or interest shall be transferred to you.

#### **7. Usage terms**

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

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

## **8. Hybrid Event App**

If you choose to complete a Hybrid Event App profile, your profile may be discoverable and visible in the App to other Hybrid Event users. By using the Hybrid Event app, you agree to the terms and conditions of the website and are fully aware of the terms of our privacy policy.

## **9. Intellectual property rights**

All intellectual property rights (“IP”) in and to the Hybrid Event, the Hybrid Event content, the Services and all materials distributed at or in connection with the Hybrid Event are owned by us and/or the Hybrid Event sponsors or speakers participating in the Hybrid Event. You agree not to reproduce, modify, distribute, license, perform, publish, create derivative works from or use (except as authorised and in accordance with these Terms) the Hybrid 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 licence by us, or grant to you any right or licence to any other IP of us. All such IP shall remain the exclusive property of us.

It is strictly forbidden for any company, organisation, or person to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to the Hybrid Event without the express prior permission and cooperation of us. We reserve the right to take such action (legal or otherwise), including a claim for damages as we, in our 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 anything other harmful activity;
- overriding any security feature of the Website or jeopardise 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 Hybrid Event;
- modifying, creating derivative works or copying or storing any significant portion of the Website or Hybrid Event or any related technology (unless allowed by law or we expressly authorise);
- using filming equipment or other devices to record the Hybrid Event;
- using the Website (or any part of it) in a manner which may result in; (i) the Website and/or the Hybrid 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 Hybrid 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 unauthorised 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.

We 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 Contribution**

### **Your Contribution**

We may permit your sharing and publishing of Your content to the Hybrid Event subject to these Terms and Conditions and

our Privacy Policy (“Your Contribution”) and you grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual right to use Your Contribution on 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. We have discretion whether to publish your Your Contribution and we reserve the right without further notice to you, to monitor, censor, edit, remove, and/or delete any and all of Your Contribution at any time which we believe to be in violation of these Terms of Use. We reserve the right to access, read, preserve and disclose any Your Contribution or any other information that we obtain in connection with the Services as we reasonably believe 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 us, our users or the public.

You are not permitted to engage in or attempt to engage in any activity 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 the applicable law, we disclaim all warranties or conditions, either express or implied, or any part of them in respect of any aspect of the Hybrid 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 Hybrid Event (including but not limited to: videos, transcripts, audio etc.) is made available AS IS and Sonae does not offer any warranty of any kind, or represent that the Hybrid 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 Hybrid Event.

We are not liable if the Hybrid Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control.

## **13. Limitation of Liability**

You acknowledge and agree that views expressed by speakers at or in connection with the Hybrid Event are their own and we do not accept any responsibility or liability for any advice given or views expressed during or in connection with the Hybrid Event.

Materials shared or distributed at or in connection with the Hybrid Event are intended for information purposes only and should not be relied upon by you or others. We 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 Hybrid Event and/or any information provided at the Hybrid Event.

To the fullest extent allowed by applicable law:

(a) we shall not be liable to you whether in contract, tort (including for negligence), misrepresentation, restitution or otherwise 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 we had been advised of the possibility of same in advance; and

(b) subject to paragraph (c) (below), our 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 us for your ticket to participate and access the Hybrid 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 us, our related companies, affiliates, subsidiaries, joint ventures, third-party service providers, and our 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 us arising out of your attendance or participation or access to the Hybrid Event.

#### **15. Some final terms**

You agree that the Hybrid Event is intended for informational, entertainment and networking purposes only. The Services or the Hybrid Event do not constitute legal, financial, professional, medical or tax advice and cannot be used for such purposes. You acknowledge that all information and content accessed by you using the Services and the Hybrid

Event is at your own risk. We do not endorse or recommend any Party participating in the Hybrid Event. We expressly disclaims any liability or responsibility for usage of, implementation of, impact from, or communications of the ideas or discussions presented by any Attendee, speaker or other participant at the Hybrid Event.

In these Terms:

- a reference to the Terms includes all its parts described in Part A, and includes any amendment to or replacement of them;
- headings are for reference purposes only and do not form part of the Terms;
- a reference to a 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.

## **Part C – Attendee terms**

### **Tickets and pricing**

You will find details of attendee ticket pricing and fees for the Hybrid Event [here](#). Ticket prices for the Hybrid Event are correct at the time of publication.

We reserve the right to change the ticket prices at any time but any changes will not affect tickets that have already been purchased.

A valid ticket entitles you to access the Hybrid Event as an Attendee online or in-person.

## **Delivery**

Once a successful ticket transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the Attendee. For some ticket types it may be necessary to complete required information before the tickets can be issued such as name, email address, age, gender, academic background, country, the Portugal district, VAT number (if applicable), company name, LinkedIn URL, job title, company sector, What language do you speak, area of expertise, your objective by coming to the event, what is your relationship with the Circularity subjects, what kind of subject about the Circularity interested more and how did you hear about the event.

The ticket acts as a receipt for the transaction and can be used to gain access to the Hybrid Event listed on the ticket. The ticket reference number can be used to access the register and access the Hybrid Event platform.

## **Payment**

When purchasing the tickets to attend Innovators Forum you will be redirected to the payment options available (Credit Card at stripe or MBWAY / MB at SIBS) to fill in the information required.

## **Ticket name changes**

Ticket name changes are permitted.

## **Refund Teacher, Students and ONG ticket**

The "Circularity Ticket" will be refund 7 days after the event. 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) by sending an e-mail to [hello@innovatorsforum.pt](mailto:hello@innovatorsforum.pt).

## **Cancellation**

Your ticket may be withdrawn, and access to the Hybrid Event may be refused, at any time, upon a 50% 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 7 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 Hybrid Event ticket within 7 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).

### **No reselling**

The tickets you purchase 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 subsidised tickets.

Reselling 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 Hybrid Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.

We reserve 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 and must send us a disclosure authorization statement and personal data processing, subscribed by the legal representative.