

## Terms and Conditions

These terms and conditions set out the rules for the registration and purchase of tickets for UPGRADE 100 or any other related Link2Online events and the terms and conditions for the attendance at the above mentioned events.

Link2Online reserves the right to change these terms and conditions at any time. Any amended terms and conditions will be posted on this website. Applicable from May 25, 2018.

### 1. Definitions:

**Agreement:** means the agreement between you and Link2Online regarding the purchasing of a ticket and/or the registration for UPGRADE 100 , including these Terms and Conditions.

**Ticket:** the document that serves as an admission ticket for UPGRADE 100 , including electronic tickets.

**Website:** the UPGRADE 100 website (<https://www.upgrade100.com/>)

**Link2Online:** is the official organizer of the UPGRADE 100 , Romanian registered company, headquartered in Bucharest, 17C Sevastopol Street, apt. 27, sector 1.

**You:** means every legal entity or natural person that enters into an agreement with Link2Online by purchasing a Ticket and/or registration for an Event.

### 2. Terms and Conditions

1. Deviations from these Terms and Conditions shall only apply when agreed in writing between You and Link2Online. The applicability of any of your purchasing or other general terms and conditions is expressly rejected, unless agreed otherwise by Link2Online in writing. By purchasing a Ticket or registering for an Event You agree to comply with and be bound by these Terms and Conditions.

2. Link2Online has provided You with these Terms and Conditions before concluding the Agreement. The Terms and Conditions can be consulted via the Website: <https://www.upgrade100.com/terms-conditions>

### 3. Declaration of Consent

I hereby give my consent for Link2Online to collect, process and use my personal data for the purposes of processing the purchase of my ticket and for any other use to which I have consented, including the importation of contact information for which I have provided my explicit prior consent.

#### **4. Conclusion of Agreement**

By clicking the button “Order Confirmation” and introducing a Payment method option, you will complete the Ticket Purchasing Process on the Website. Therefore, you conclude an agreement with Link2Online for the purchase of a Ticket. Therefore, it is necessary that You have filled in all necessary fields on the order form and have accepted these Terms and Conditions.

You hereby give your consent for the mandatory and voluntary data collected from you in the course of purchasing and for registering for tickets sold by Link2Online, via its agreed ticketing partner, OveIt or any other ticketing platform, used for this purpose solely.

If the data entered on the order form is not correct or Link2Online has doubt about the validity or correctness of the data, Link2Online may contact You with the help of the data entered by You. If Link2Online cannot reach You and thus cannot verify the data, Link2Online may cancel the reservation.

You further give your permission for your user account details to be stored. You acknowledge that You may provide Link2Online a reasonable timeframe to remove your details at any time that you no longer wish them to be stored. You acknowledge and accept that your data will be used for commercial purposes in accordance with this Data Protection Policy and Privacy Notice and will be retained and stored for this purpose. Should you wish your data to be removed you must request Link2Online to do so in writing. Requests will be processed within a 30-day period.

Requests can be emailed to [community@upgrade100.com](mailto:community@upgrade100.com) or addressed to: UPGRADE 100 Executive Director, Link2Online, 17C Sevastopol Street, apt.27, Sector 1, Bucharest.

#### **5. Tickets policy**

You cannot resell a ticket. This includes all types of tickets such as Festival Tickets, Day tickets, Marcom Tickets, Disruption Tickets, Startups Tickets, or any other ticket or VIP invitation that may grant access to the event, in part or in full. Doing so will void the ticket and the ticket holder will not gain entry into the event.

All tickets must be assigned to an attendee, and all attendee details must be 100% complete within 30 days of receipt of your ticket, but no later than 5 days prior to the event dates. For the avoidance of doubt, this includes name, job title, company name e-mail address and phone number. Ticket reassignment after this date is prohibited.

If you have secured a complimentary ticket but have already bought a ticket, you are not eligible for a refund.

## **5.1 Delivery Policy**

Once a successful purchase transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the purchaser. The ticket acts as a receipt for the transaction and can be used to redeem entry at the event listed on the ticket. Please note that the confirmation e-mail can be in your spam or maybe blocked by a spam filter You use.

You must pay the registration fee prior to the start of the Event at the venue. Link2Online can ask for on the spot online payment in case the value of the access has not been paid before the date of the event. There is no sales at the door of the venue.

When you register a Ticket and choose the 'order by bank transfer' option, you'll be obliged to pay the invoice within fifteen (15) days of the invoice date, but no later than five (5) days prior to the Event.

You are advised to save the confirmation e-mail carefully and if you have not received the confirmation e-mail within 24 (twenty-four) hours to contact Link2Onlineteam, via E-mail: [tickets@upgrade100.com](mailto:tickets@upgrade100.com), Facebook messenger : [www.facebook.com/UPGRADE100](https://www.facebook.com/UPGRADE100)

## **5.2. Refund and Cancellation Policy**

All purchases of tickets for conferences and events are non-refundable in their entirety after the 30 day cooling off period. Any Refund Processed is subject to the corresponding transaction fee (according to bank official fees/ taxes/charges). Your ticket remains the property of Link2Online and is a personal revocable license, which may be withdrawn, and admission refused at any time upon a refund of the printed registration price.

The tickets purchased are for your own personal use or that of your business only and may not be resold under any circumstances, including but not limited to use as part of any promotion or competition, unless such mechanism has been approved by Link2Online or is part of an agreed and signed partnership with Link2Online. 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.

Link2Online will not be responsible for any tickets that are lost or stolen.

The unauthorized use of photographic and recording equipment at events and conferences is prohibited. You consent to film and sound recording as attendees at any event or conference.

You bare the risk of loss, theft, misappropriation or damage of the Ticket after Link2Online has sent the confirmation e-mail with the Ticket.

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Link2Online will not be liable for the granting of any visas that are required to attend any event or conference. Invitations to serve this purpose may be issued upon request (email [community@upgrade100.com](mailto:community@upgrade100.com)) but shall not feature any official seal/ stamp/ affidavit from the corresponding authorities.

Name changes will be facilitated free of charge. No name changes will be facilitated 5 working days prior to the commencement of the event and the ticket price will be forfeited.

For questions about registration or assistance with any registration problems, please contact us at [tickets@upgrade100.com](mailto:tickets@upgrade100.com)

## 6. General Event Policy

Link2Online is not responsible for any loss or damage of any kind incurred as a result of substitution, alteration, cancellation or postponement of an Event. In the case of an unexpected incident or force majeure, Link2Online reserves the right to make changes to the date and time for all parts of the Event at least one (1) week prior to the Event. In the case of rescheduling of an Event, You may return your Ticket(s) before a deadline set by Link2Online, however, preferably immediately after the announcement of the new Event date. After the deadline has expired, Link2Online will not be obligated to reimburse any registration fees.

Link2Online reserves the right to make changes to the Events at a date less than one week before the Event if there is a justified reason to do so, such as unexpected problem with the venue, or if a speaker is prevented from participating. Please note that while speakers and topics are confirmed at the time of publishing, circumstances beyond the control of Link2Online may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, Link2Online reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to You whatsoever. Any substitutions or alterations will be updated on the UPGRADE 100 Website as soon as possible.

Link2Online maintains a Code of Conduct applicable to all attendees of an Event, including You. This Code of Conduct forms an integral part of these Terms and Conditions. The Code of Conduct can be accessed by clicking on the following link: [www.upgrade100.com/code-of-conduct](http://www.upgrade100.com/code-of-conduct)

Aforementioned Code of Conduct is also available at the Event venue at the UPGRADE 100 information desk.

Link2Online preserves the right to refuse Your admission to the Event for any behavior Link2Online deems unacceptable, or if You breach the Code of Conduct or breach any of the Terms and Conditions.

## 7. Age Limit

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If You are under the age of 18 You are not allowed to visit the Event venue before, during or after an Event, unless permission is provided by Link2Online under the conditions set by Link2Online.

## **8. Intellectual Property**

The possession of a Ticket or admission to an Event does not grant you permission to use any intellectual property, including logo, website, trademark or any other proprietary right of UPGRADE 100 or any third party, such as other guests or speakers at an Event.

## **9. GOVERNING LAW & DISPUTES**

The Agreement between You and Link2Online, these Terms and Conditions, the Data Protection Declaration and Privacy Notice are exclusively governed by the Romanian law.

Any dispute arising from the Agreement, these Terms and Conditions or the Data Protection Declaration and Privacy Notice will be submitted to the competent Romanian Courts.