

## India Digital Summit, 2024

Visitors and Delegates

Terms & Conditions

These Terms & Conditions for visitors and delegates are applicable for every person registered as a regular visitor and/or delegate and/or speaker to attend the **India Digital Summit, 2024 (IDS24)** to be held at **Jio World Convention Centre, Mumbai** (“Venue”), India, on **27th & 28th February, 2024** (hereinafter referred to as “**India Digital Summit 2024/Event/IDS24**”). India Digital Summit 2024 is organized **Internet and Mobile Association of India (IAMAI)**, (“Organizers”).

The visitors/delegates/speaker (“**You/Your**”) have read and agree to these Terms and Conditions and accept to be bound by them.

### 1. Event Registration

- a. When registering for Event, you agree to the following terms and conditions:
- b. The visitors/delegates/speakers agrees to bear the ticket cost of Event.
- c. Only fully complete registration forms will be accepted.
- d. The registration will only be confirmed upon receipt of payment in full, where applicable.
- e. If the full payment has not been received by the Organizers before the deadline as intimated the registration shall automatically stand cancelled at the discretion of the Organizers.
- f. If the maximum visitor/delegate capacity is reached, the Organizers reserve their right to refuse additional registrations.
- g. Organizers reserve their right to change these Terms & Conditions and any other information contained on the said Event’s website, the Platform, or any website specifically developed for the Event or the Platform or the mobile application (the “Sites”) at any time.
- h. Organizers encourage You to review the Terms and Conditions regularly for any changes.
- i. The continued use of the Sites will be subject to the then-current Terms and Conditions.
- j. You acknowledge and agree that the Date and Venue of the Event is fixed, and you have no right to seek or require a postponement of the Event nor reallocate the fee or your booking to another event or activity that may be organized by the Organizers at any time in the future.
- k. The Organizers reserve their right to alter the title, location, format, Venue, and date of the Event in its sole discretion.
- l. Your continuous use of our Event website and Sites shall be deemed as your acceptance to the said changes.
- m. By Registering for this Event, you explicitly consent that the contact information provided by you can be used by Internet & Mobile Association of India (IAMAI).
- n. You agree and consent that while registering for this Event, the details shared by You, if any, can be used by the (Organizers) and its third-party partners to share updates about this Event or any other events, conferences, services, product announcements, etc.,

- o. Passes issued for use at the Event are valid for named registered visitor/delegate/speaker only and cannot be transferred, refunded, cancelled or upgraded.
- p. You may be asked for a photographic ID during the Event.
- q. If you are unable to provide identification that matches your Pass you may be asked to leave the Event.
- r. Right of admission to the Event is specifically reserved by the Organizers and You will not have any right or authority to question or dispute this right exercised by the Organizers.
- s. You hereby grant consent to use the data shared by You during registration with third parties (i.e., sponsors & exhibitors), when you enter a physical exhibition booth to allow them to engage with You so that they may follow up and use Your details for marketing purposes.
- t. You agree and acknowledge that the Organizers shall under no circumstances, whatsoever, be held liable for sharing any such information and/or for any unauthorized disclosure or misuse of any such information by a third-party including but not limited to your personal information and non-identifiable information as mentioned herein.
- u. All visitors/delegates/attendees/speakers themselves will be fully liable for their actions and no liability and/or responsibility, whatsoever, will be attributed to the Organizers and/or its partners for the acts and/or actions of any attendee/delegates/speakers.
- v. Foreign visitors/delegates/attendees/speakers registering for the Event agree and acknowledge that it shall be their sole responsibility to take care of his/her visa /any other travel and stay requirements.

## **2. Venue and Special Requirements**

- a. You must comply with the rules and regulations governing your attendance at the Venue. If you bring any personal property to the Venue, you do so at your own risk. Organizers and its partners are not responsible for any loss and/or damage to such property.
- b. You shall neither steal anything from the Event Venue nor shall you damage anything at the Event Venue. You shall be solely liable for any such act and any damage to the Venue and shall fully indemnify the Organizers in that regard.
- c. If You are using car parking facilities at the Venue, you do so entirely at your own risk.
- d. Organizers and its partners do not accept any responsibility for any loss and/or damage resulting from your use of such car parking facilities.
- e. Organizers shall not be responsible for any food allergies, disabilities, any health issues etc., of visitors/delegates/attendees/speakers attending the Event and You shall attend the Event at your sole risk.

## **3. You shall:**

- a. Observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by the Organizers and/or the management of the Event Venue;
- b. behave in a respectful, professional and appropriate way that does not breach any applicable laws or regulations;
- c. ensure you have adequate insurance for Your own requirements, including personal accident and travel insurance, prior to attending the Event; and

- d. You agree that your travel to and attendance at the Event is at Your own risk and not the responsibility of the Organizers. Organizers or its partners are not obliged to provide any advice or assistance relating to the obtaining of visas.

#### 4. Event Content

- a. Organizers reserve their right to change the content, agenda, speakers, timing, and Venue of the Event, at any time and without any prior intimation to You.
- b. All rights in all recordings, presentations, materials, and documentation - published or otherwise - made available as part of the Event (“Content”) are owned by the Organizers. No
  - i. photography, filming, or recording; or
  - ii. republication, broadcast, or other dissemination of the Content is permitted.
- c. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content, including but not limited to, you shall not: Upload any Content onto any website, intranet, or shared system or include any Content in a database;
- d. You shall not Transmit, re-circulate or otherwise make available any Content to any third party;
- e. You shall not Use the Content in any way that might infringe or violate any of IAMAI’s rights or that of any third-party or that may bring us or any of our affiliates into disrepute; or
- f. You shall not Make any commercial use of the Content.
- g. Any Content is published online by the Organizers, the Organizers reserve their right to remove or suspend access to such Content at any time.
- h. Organizers are not responsible for the content of any speaker’s/delegate’s presentation; such Content is the opinion of the speaker/delegate and not of the Organizers. No liability, whatsoever, can be accrued to the Organizers for any such content.
- i. Organizers are the sole and exclusive owners all the intellectual property rights in the recording of the Event throughout the world and in perpetuity.
- j. In addition to the Privacy Policy attached hereto, you hereby agree that by using the Sites and submitting the information on the Sites, you expressly consent to the processing and use of your personal information according to the privacy policy on the Site.
- k. You shall not use the Sites and/or any social networking website in connection with or to post any content which is illegal, offensive, objectionable, obscene, defamatory, which infringes the rights of another person or which contains confidential information of another person, which promotes or depicts human trafficking, child abuse, animal abuse, or which encourages or promotes abuse of alcohol, drugs or other substances, graphic or gratuitous violence; and/or content that is needlessly shocking to the senses, gratuitously gross, or which depicts or promotes accidents, death, hate speech attacking or demeaning a group based on race, ethnic origin, religion, disability, gender, age, and the like.
- l. By registering, you irrevocably agree to authorize and grant Organizers the right to:
  - i. Record Yourself (picture and voice) on photographs, film, and/or video tape, for audio and visual production.
  - ii. Edit the Recording into a photo gallery/short film/webinar (which may include other recordings and material).

- iii. Use Your name , voice, or other information concerning You and screen or place the recording online (including on social media).
- iv. You agree and acknowledge that you have consented to be part of the recordings which shall be the sole and exclusive property of the Organizers. You further agree that the Organizers shall under no circumstances, whatsoever, be held liable for any infringement or violation of personal and/or property rights, whatsoever, based on the use of such recording by the Organizers or its partners.
- v. It is acknowledged by You that at the time of registration, the Organizers provided the most recent information available, and You accepted that the Event's content and/or delivery can change beyond the control of the Organizers.
- vi. You agree that the Organizers shall not be liable and/or responsible for any errors, omissions, or changes to the program or content of the Event.
- vii. In case the Event is rescheduled, changed, moved or cancelled due to the imposition of any Covid-19 Government regulation or restriction or any other Force Majeure Event or for any reason whatsoever, the Organizers shall not be held liable or responsible for any resulting costs that you may incur for travel, and other related goods, services or compensation.
- viii. Organizers reserve their right to make changes as they deem necessary without penalty.

## 5. Liability

- a. To the extent permitted by law, Organizers' aggregate liability to You, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims, or expenses of any kind howsoever arising, out of or in connection with any Event booking (or requested Event booking) made by you or otherwise about the Event, shall be limited to the amount of the Event registration fee.
- b. Organizers will not be liable under contract, tort, or for breach of statutory duty or otherwise concerning any matter arising directly or indirectly out of or related to any Event booking (or requested Event booking) made by a delegate/speaker or otherwise with the Event, for any indirect, consequential, incidental or punitive loss, damage or liability or loss of profits, loss of business, loss of use, loss of data and loss of reputation.
- c. You agree to indemnify, defend and hold harmless Organizers and members of the Organizers' group, its affiliates, and their officers, directors, employees agents, and affiliates from all damages, liabilities, losses, claims, charges, injuries, fines, penalties, costs and expenses (and all legal costs including reasonable attorneys' fees, court costs, expenses and settlements resulting from any action or claim) arising out of or in connection with, whether directly or indirectly, including but not limited to
  - i. any acts of omission/commission or due to negligence of Your violation of law, byelaw, rules-regulation, notification and or for any third party claims for any of Your actions;
  - ii. any damage to the Venue and/or any property of the Venue;
  - iii. infringement of any third party intellectual property rights in the materials shared by You; and
  - iv. any breach of any of these terms and conditions by You.

- d. You agree that the Organizers or any of its partners, agents, officers, employees shall not be responsible for any injury, damage, theft, losses or cost suffered at or as a result of the Event or any part of it related to the Event.

## **6. Compliance with Laws**

- a. You agree to comply with all applicable laws concerning bribery, corruption, and related matters in connection with these Terms and Conditions and the Event.
- b. You shall not offer or accept any financial or other advantages as an inducement or reward for any act or forbearance in connection with engagements related to the Event or to these Terms and Conditions.
- c. Please be advised that the risk of exposure to Covid-19 exists in any event or public space, including the Event.
- d. Before registering for and attending the Event, please ensure You have read the latest COVID-19 guidelines issued by the Government of India. Do not attend the Event if You are
  - i. Not Fully Vaccinated; OR
  - ii. Are showing COVID-19 symptoms such as but not limited to fever or a feeling of fever (chills, hot- cold), cough, shortness of breath or difficulty breathing, unusual fatigue, sore throat or headache, loss or change in smell or taste.
  - iii. You are unable to comply with the latest Covid-19 travel requirements issued by Government of India or by Government of Maharashtra.
- e. Please do not enter the Event if You cannot confirm all the above. If at any point during Your time at the Event, You do not meet all the above criteria, you will be required to isolate and asked to leave the Event venue, at the Organizers' sole discretion.
- f. To protect the health and safety of all our Event attendees, Organizers require proof of WHO approved Covid-19 vaccinations or a negative RT-PCR test (taken under the supervision of authorized health professionals, within 48 hours) to be eligible to attend. This will be coupled with mask wearing throughout the Event.

## **7. Force Majeure**

- a. Organizers shall not be liable for any hindrance, failure, or delay in performing any of Organizers' obligations arising out of or in connection with these Terms & Conditions as a result of an event or series of connected events beyond Organizers' reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), failure or shortage of power supplies, etc., or any technical, electrical, internet, or any such failure, the default of suppliers or sub-contractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) ("Force Majeure Event").
- b. In the event of a Force Majeure Event, Organizers shall be entitled, without liability, at Organizers' sole discretion to vary, perform, suspend performance of, postpone, cancel the Event and/or the contract between us and/or terminate the contract between us subject to these Terms & Conditions on giving written notice to You.

## 8. General

- a. The Privacy Policy on the Site and the Cancellation Policy shall form an integral part of these Terms and Conditions.
- b. These Terms and Conditions shall be governed by and interpreted by the laws of India and You hereby submit to the exclusive jurisdiction of the courts located in **Mumbai, Maharashtra, India.**
- c. No partnership, agency, joint venture, or employee/employer relationship is intended or created between us as a result of these Terms and Conditions.
- d. These Terms and Conditions (together with any agreements or documents referred to herein or required to be entered into according to these Terms and Conditions) embody the entire agreement between us and supersede all previous agreements and arrangements.
- e. No warranty, statement, representation, undertaking, or provision which may have been made or given before the date hereof shall be binding on the parties unless the same shall have been expressly incorporated herein, save that this shall not affect the parties' rights in respect of any fraudulent misrepresentation.
- f. You are not permitted to transfer, assign, re-sell or otherwise dispose of any of Your rights or obligations arising under these Terms and Conditions

## 9. Data Protection and Privacy

- a. By registering for the Event, you are explicitly consenting, under all relevant data protection legislation and other applicable legislations in force, to Organizers communicating with you by telephone, e-mail and post and using Your personal or company information for the following purposes:
- b. Organizers' internal purposes which will include accounts processing and internal analysis of Delegates/speakers;
- c. Publishing Your company names on the Event website, in the official catalogue for the Event, and/or in any other directory relating to the Event or relevant industry, in each case whether in print, electronically, or in any other media;
- d. Inviting you to other events organized by Organizers or its group;
- e. Disclosure of information to contractors who provide services in respect of the Event; and
- f. Disclosure or transfer to members of Organizers' group worldwide to allow the group to further develop its business and services to delegates.
- g. Please contact us at [d.indulekha@iamai.in](mailto:d.indulekha@iamai.in) if You do not wish for Your personal or company information to be used in any of the ways mentioned above.
- h. We will cease to use your Personal Information or Sensitive Personal Data or Information or company information only after receipt of your instructions requesting us not to do so in terms hereof.

## 10. India Digital Summit 2024 - Cancellation Policy Return, Refund

- a. Passes once issued cannot be upgraded or Cancelled or refunded.
- b. If the Event cannot be held or is postponed due to events beyond the control of Organizers (Force Majeure Event) or due to events which are not attributable to wrongful intent or gross negligence of Organizers, Organizers will not be liable to You for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.,
- c. Under these circumstances, Organizers reserve their right to either retain the entire registration fee and to use it for a future conference/event, or to refund

the registration fees to You after deducting costs already incurred by Organizers and which could not be recovered from third parties.

- d. No refunds will be given if a delegate/speaker to the Event cancels their booking or fails to attend the Event.
- e. You acknowledge and agree that these terms and conditions and the Privacy Policy and the restrictions therein are fair and reasonable and are reasonably necessary to protect the interest of the Organizers and to protect the value of the business of the Organization and associated goodwill.