

Ansiblefest 2020 Virtual Experience Terms & Conditions

By registering, you agree to abide by the Ansiblefest 2020 Virtual Experience Terms & Conditions.

Agreement and Release

You, as attendee, speaker, sponsor, volunteer, or participant in any other capacity (herein, "Attendee" or "you" or "your"), would like to participate as a guest of Red Hat, Inc. and its affiliates and subsidiaries ("Red Hat"), at Ansiblefest 2020 ("Event"), including using any of the product, services, solutions, software, websites, mobile pages and other goods and services offered or owned by Red Hat (collectively, the "Services"), subject to your agreement to comply with these terms and conditions and any other supplemental terms provided [where?] ("Supplemental Terms). You may use the Red Hat's Services only as long as you comply with these terms and conditions. These terms and conditions apply whether you access the Services via a personal computer, mobile device, or any other technology or device now known or hereafter developed (each a "Device").

Eligibility

In order to participate and/or use the Services, Attendee needs to be 18 or older and not be barred from doing so under any applicable laws in your country of residence.

Changes to the Terms and Conditions

Occasionally the Red Hat may, in its sole discretion, make changes to the Services and these terms and conditions. Any material changes will be communicated to Attendee as soon as reasonably possible. You may stop participating and using the Services if you do not agree to the changes. The Attendee's acceptance of and/or continued use of the Services after the notification of changes to these terms and conditions or the Services will constitute your acceptance of changes.

Electronic Communication

When you use the Services, submit forms or send e-mails to Red Hat, you are communicating with Red Hat electronically. You consent to receive communications from the Red Hat electronically. Red Hat will communicate with Attendees by e-mail, or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

User Generated Content

Other than personally identifiable information, which is covered in Supplemental Terms, any reviews, comment, questions, ideas, suggestions, photos, and other material you send or post to the Services ("User Generated Content") will be considered non-confidential and non-proprietary. This site is not designed to accept User Generated Content. While Red Hat does not expect that you will send or post any User Generated Content in connection with these Services, Red Hat will have no obligations with respect to User Generated Content. Unless otherwise provided by the supplemental terms you may enter into with Red Hat, by posting, uploading, adding, communicating, storing, or otherwise transmitting User Generated Content on, to, or through the Services you understand and agree that you are giving Red Hat a royalty free, irrevocable, perpetual, non-exclusive and fully sub-licensable license to edit, alter, broadcast, post, publish, copy, disclose, distribute, perform, create derivative works from, incorporate and otherwise use the User Generated Content and images, sounds, text, and other things embodied therein for any and all purposes, including commercial, promotional, or marketing purposes throughout the world in any form, medium, or technology now known or later developed. Your information that may be collected at this event will be used by Red Hat and its affiliates and subsidiaries for legitimate business purposes in accordance with its Privacy Policy. However, you agree that Red Hat has no obligation to use any idea or material contained in User Generated Content and you have no right to compel such use.

You agree that none of your User Generated Content will include material that:

- Is unlawful, threatening, libelous, defamatory, indecent, obscene, pornographic, or that may violate any law;
- could interfere with anyone else's use of the Services;
- encourages or incites anyone to break the law;
- violates the rights of any party, including copyrights and other property right and rights of privacy, or that includes personal or sensitive information regarding you or another person;
- contains a virus or any other harmful or potentially harmful component; or
- contains false or misleading statements of fact or descriptions of the origin of the material or the communication.

No Obligation to Monitor. Although you are solely responsible for the content provided by you, Red Hat may, but is not required to, monitor User Generated Content. If Red Hat becomes aware of User Generated Content that violates this Agreement that it believes to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, Red Hat may act to restrict access to or availability of the material and/or Services, without notice to you and in its sole discretion, or may take other action as described elsewhere in these terms and conditions.

Internet transmissions are never completely private or secure. You understand that any User Generated Content that you send through the Services may be read or intercepted by others. By sending User Generated Content to, you release Red Hat of any duty or obligation it might otherwise have to review or act in response to the User Generated Content, and of any duty or obligation that it might otherwise have to you in connection with any action it chooses to take in response to your User Generated Content.

Red Hat maintains a strict policy of not accepting or considering any creative ideas, suggestions or materials from the public ("Unsolicited Idea(s)") and therefore you should not submit any Unsolicited Ideas to Red Hat in any

User Generated Content through the Services or otherwise. Red Hat does not wish to receive Unsolicited Ideas from Attendees and has expressly advised Attendees not to submit them. If you nonetheless intend to submit an Unsolicited Idea, Red Hat strongly recommends that you first consult an attorney in order to evaluate the effect that submitting such an Unsolicited Idea would have on any rights that you might otherwise have.

Nonetheless, if an Attendee does send Red Hat an Unsolicited Idea that is not already protected by a United States patent or is not public information, it immediately becomes the property of Red Hat. By submitting an Unsolicited Idea to Red Hat, you agree to convey your ownership interest in the Unsolicited Idea to Red Hat, and that Red Hat will exclusively own all rights, title and interest therein. Furthermore, Red Hat will be free to use, without any compensation to you whatsoever, any concepts, ideas, know-how or techniques contained in any Unsolicited Idea for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information. Red Hat will not be liable for such use or disclosure of such Unsolicited Idea or for any similarities in the Unsolicited Idea and any future Red Hat uses or activities

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You understand that at activities and promotions offered at AnsibleFest Virtual Experience by Red Hat and its affiliates and subsidiaries ("Red Hat"), you may be photographed and/or [1] recorded. You hereby irrevocably consent and authorize Red Hat to use any image of my appearance, including without limitation any photo, video, or likeness, (collectively, "Images") that Red Hat has taken while you participate in AnsibleFest Virtual Experience, for any and all purposes deemed appropriate by Red Hat, which may include, but not limited to, use in a promotional video, film, or photograph, and exhibition, a public display, commercials, art and advertising, or for any other related purpose on Red Hat's website, in literature, publications, and on the internet without any fee whatsoever. Attendee further acknowledges that Red Hat is the owner of all rights in and to the video, film, or photograph, and any reproduction thereof, of all attendee's' images.

Any AnsibleFest Virtual Experience attendee information that may be collected at this event will be used by Red Hat and its affiliates and subsidiaries for legitimate business purposes in accordance with its Privacy Policy. Red Hat may also access and/or disclose information if we believe such action is necessary to (a) comply with the law or legal process served on Red Hat, (b) protect and defend the rights or property of Red Hat (including the enforcement of our agreements), or (c) act in urgent circumstances to protect the personal safety of other attendees, Red Hat employees or contingent staff, users of Red Hat services, or members of the public.

Event Code of Behavior

Our Expectations

Red Hat values collaboration and community. We want our events to provide an opportunity for all participants (including staff, speakers, presenters, attendees, sponsors, vendors, and guests) to collaborate, learn, participate, and network in an environment that is productive and respectful. We expect participants to be courteous and act professionally at all Red Hat events and to interact and communicate in ways that are appropriate for a professional audience from diverse backgrounds.

Behaviors inconsistent with these expectations include:

• Conduct, language, or other action inappropriate for a professional setting that negatively refers to a participant's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance.

• Harassment of a participant based on a participant's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance, whether by conduct, language, or other action.

• Problematic conduct and language may include the nature and manner of communications (including through jokes or imagery), uninvited contact or following, and unwelcome sexual attention, among others.

Enforcement

If a participant engages in behavior that doesn't comply with these expectations, Red Hat may take any action that we deem appropriate, including warning the participant, excluding the participant from certain activities, prohibiting the participant from attending future Red Hat events, expelling the participant from the conference without a refund, and referring the matter to the local authorities. Participants asked to stop any harassing or other unacceptable behavior are expected to comply immediately. If the participant is a Red Hat employee, Red Hat also reserves the right to take full disciplinary action pursuant to our internal policies.

Please note, while we take all concerns raised seriously, we will use our discretion to determine when and how to follow up on reported incidents, and may decline to take any

further action and/or may direct the participant to other resources to address the concern.

Reporting an Issue

If you feel that a participant is not adhering to these expectations, please contact a member of the Red Hat conference staff and submit a report with your name, phone number and contact details and a description of the situation to Events@redhat.com to report a violation of this Code of Behavior.

The reporting mechanisms under this Red Hat Code of Behavior are not intended to address criminal activity or emergency situations. If you have been the victim of a crime or there is an emergency, please contact the appropriate municipal authorities, such as the police, fire, medical or other emergency responder.

Thank you for attending our event and doing your part to create an environment where all participants can collaborate, learn and network productively!

You acknowledge that you have read, and agree that you shall conduct yourself consistent with, the Red Hat Code of Behavior.

Information for Presenters and Sponsors

Presenters and sponsors, who are unsure whether their presentations or other exhibition materials and communications are consistent with the Event Code of Behavior, please contact <u>ansiblefest@redhat.com</u> in advance of the event.

Virtual Experience Policy

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You may not use the name, likeness, of Red Hat or any of their speaker's biographical information, including but not limited to, their name, trademark and logo in connection with the Event.

You may not create audio or video recordings of the Event presentation, in its entirety or any portion of the Event presentation, given by Red or any of their speaker(s) during the Event (the "Presentation Recordings"), and may not simultaneously broadcast or live-stream the Presentation Recordings, or post the Presentation Recordings on any website.

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- identification of the copyrighted work claimed to have been infringed;
- identification of the allegedly infringing material on the Services that is requested to be removed;
- your name, address and daytime telephone number, and an e-mail address if available, so that Red Hat may contact you if necessary;
- a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of

perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and

 an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Red Hat's copyright agent for notice of claims of infringement on the Services is:

By U.S. Mail: General Counsel Red Hat, Inc. 100 E Davie Street Raleigh, NC 27601

By Email: legal@redhat.com

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Links to Other Websites and Products

Red Hat Subsites: You may be required to agree to Supplemental Terms and user codes of conduct in order to access certain portions of the Services, which are known as "subsites." If you attempt to access a subsite that requires you to enter into such a supplemental agreement, the controller of that subsite will advise you and provide you with an opportunity to review such terms and conditions and agree to it before accessing the subsite or using such subsite's services. Both these Terms of Use and any applicable supplemental terms and conditions will govern your use of the subsite. In the event of any inconsistency between these Terms of Use and any applicable supplemental terms and conditions, the applicable supplemental terms and conditions will control, except that nothing in any such supplemental terms and conditions may limit (a) Red Hat's disclaimer of warranties, (b) your agreement to indemnify Red Hat or (c) the licenses you grant to Red Hat or other intellectual property.

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The Services may include contests, sweepstakes or other promotions ("Promotions") that offer prizes or require you to send in material or information about yourself. Each Promotion has its own rules, which you must read and agree to before you may enter.

Disclaimer

Your use of the Services is solely at your own risk. The Services (including all content and functions made available on or accessed through the Services) are provided "as is." To the fullest extent permissible by law, Red Hat makes no representations or warranties of any kind whatsoever (1) for the accuracy, merchantability, fitness for a particular purpose or non-infringement of any content published on or available through the Services, (2) that the server that makes the Services available is free of viruses or other components that may infect, harm or cause damage to your computer equipment or any other property when you access, browse, download from or otherwise use the site, (3) that Red Hat will continue to provide the Services or, if it does continue to provide the Services, that the Services will continue to provide the Services it currently provides or that the Services will function the way that it currently does; or (4) that any of your content or communications that you create or provide in connection with your participation or use of the Services will be retained or stored on the Services for any particular amount of time.

Other users of the Services may submit content or communications in a way that is publicly accessible, and Red Hat cannot predict the content or communications that users post. Red Hat therefore does not warrant or represent that the content on the Services will be appropriate for any particular audience or that you will not be harmed by viewing the content on the Services. Because accessing the Services is inherently risky, you assume all risks associated with your decision to access it.

Under no circumstances, including but not limited to Red Hat's negligence or gross negligence, will Red Hat or any other party involved in creating, hosting or delivering the Services, be liable for any direct, indirect, incidental, consequential, special, punitive or other damages whatsoever arising out of your access to, or use of, the site, and participation and use of the Services, even if Red Hat has been advised of the possibility of such damages. Please note that some jurisdictions may not allow the exclusion of implied warranties or conditions, so some of the above exclusions may not apply to you. Check the local laws for any restrictions or limitations regarding the exclusion of implied warranties.

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Waiver and Release:

You, on your behalf and on behalf of your heirs, executors, administrators and assigns, assumes full responsibility for all risks of any and all losses of any nature, whether to property or person, related to your participation in and use of the Services in connection with the Event, and resulting from, arising out of, or in connection with the Event, including, but not limited to.

Losses under this Agreement include, but are not limited to, the following: property damage, illness, injury and death (collectively "Losses"). Potential causes of Losses under this Agreement include, but are not limited to: acts of God, violation of applicable law, or any other casualty or calamity.

You EXPRESSLY WAIVES AND RELEASES Red Hat, ITA Group, Inc., and each of their current, former, and future officers, directors, employees, and agents, respectively, (together, "Released Parties") from any and all claims, demands, liabilities, Losses, costs and expenses (including attorneys' fees), rights or causes of actions, present or future, known or unknown, anticipated or unanticipated, of damage or injury of any kind or description whatsoever, (collectively the "Claims"), resulting from, arising out of, or in connection with the Event.

Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless the Released Parties from any and all Claims against any one of them which arise out of or in connection with the Event and which arise result, directly or indirectly, from your actions or inaction, intentional or otherwise.

These terms and conditions are deemed to be made under and shall be construed under the laws of the State of North Carolina, without regard to choice of law provisions. If any provision of these terms and conditions is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these terms and conditions