



Terms and Conditions of Attendance and Participation

These are the terms (the “Agreement”) governing your attendance at and participation in The Retail Leaders Conference (**TRLC**), convened by Bervidson Retail Group (**Bervidson**)

By registering for the Conference (**TRLC**) you agree to these terms, which form a binding legal contract between Bervidson/TRLC and the registered attendee or participant (“**You**”). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and that they have accepted these terms.

1 ATTENDEE REQUIREMENTS

- 1.1 Conference attendance will not be confirmed until the completed form and the correct payment is received. When completing your registration, please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box to in case any of your Bervidson/TRLC email(s) are caught by spam filters.
- 1.2 You will receive essential information for registered attendees electronically at the email address and mailing address that provided on your registration form.
- 1.3 Admittance. Your registration entitles you to admittance to the event(s) at The Conference for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and Bervidson/TRLC, its Affiliates and Agents shall have no liability for such costs.
- 1.4 Use of Likeness. By attending The Conference, you acknowledge and agree to grant Bervidson/TRLC, its Affiliates and Agents the right at The Conference to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Bervidson/TRLC, its Affiliates and Agents includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
- 1.5 Conference Content. You acknowledge and agree that Bervidson/TRLC, its Affiliates and Agents in its sole discretion, reserves the right to change any and all aspects of The

Conference, including but not limited to, The Conference name, themes, content, program, facilitators, speakers, performers, hosts, moderators, venue, and time.

- 1.6 Attendee Badge Usage. Attendee badges must be worn at all times in Conference areas.
- 1.7 Visa Requirements. It is the sole responsibility of the attendee to take care of any government visa requirements.
- 1.8 Travel and Accommodation. It is the sole responsibility of the attendee to take care of travel and accommodation requirements.

2 PRIVACY POLICY

- 2.1 Bervidson owns and operates TRLC Conferences and is committed to protecting the privacy of its attendees. Bervidson/TRLC does not rent, share, or sell your contact information or other personal information to any third parties.
- 2.2 In addition, you will also begin to receive mails from the Bervidson/TRLC, Its Affiliate and Agents if you were not previously on our mailing list.
- 2.3 If you would like to opt-out of any of these benefits, please let us know.

3 INTELLECTUAL PROPERTY

- 3.1 All intellectual property rights in and to The Conference, The Conference content, and all materials distributed at or in connection with The Conference are owned by Bervidson/TRLC, or any of its affiliates or The Conference sponsors or speakers presenting at The Conference. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation “The Retail Leaders Conference” and “TRLC”) or other trade names appearing at The Conference, in any Event content or in any materials distributed at or in connection with The Conference for any reason without the prior written permission of Bervidson/TRLC.
- 3.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Bervidson/TRLC, or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Bervidson/TRLC, or its affiliates, all of which shall at all times remain the exclusive property of Bervidson/TRLC, and its affiliates.

4 DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

- 4.1 Bervidson/TRLC gives no warranties in respect of any aspect of The Conference or any materials related thereto or offered at The Conference and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Conference is provided on an “as-is” basis. Neither Bervidson/TRLC

nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of The Conference or any information provided at The Conference.

- 4.2 Except as required by law, neither Bervidson/TRLC nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from The Conference or other aspect related thereto or in connection with this Agreement.
- 4.3 The maximum aggregate liability of Bervidson/TRLC for any claim in any way connected with, or arising from, The Conference or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Bervidson/TRLC under this Agreement.

5 MISCELLANEOUS

- 5.1 Bervidson/TRLC's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. Bervidson/TRLC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Bervidson/TRLC's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with Bervidson's prior written consent. This Agreement shall be governed by the laws of the Federal Republic of Nigeria and the parties shall submit to the exclusive jurisdiction of the Nigeria courts. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Bervidson/TRLC in any respect whatsoever.

ACCEPTANCE

By communicating via our website, email or any other mean electronic or otherwise, you have read, understand and agree to the Company's Terms and Conditions.