

## **Agreement**

As the undersigned attendee, speaker, sponsor, volunteer, or participant in any other capacity (herein, "Attendee" or "you" or "your"), you have been offered the opportunity to spend time as a guest of Red Hat, Inc. and its affiliates and subsidiaries ("Red Hat" "we" or "our"), at the Red Hat ReTHINK Modernization at TopGolf with Crossvale ("Event") and any of the products, services, solutions, software, websites, mobile pages and other goods and services offered, owned, or provided by Red Hat (collectively the "Services"), subject to the condition that you enter into this Agreement ("Agreement") and any other supplemental terms ("Supplemental Terms").

By registering and signing the Ts & Cs, you agree to be bound, without limitation or qualification, to this Agreement, any Supplemental Terms and may use Red Hat's Services as long as you comply with this Agreement. This Agreement applies whether you access the Services in person, or via a personal computer, mobile device, or any other technology or device now known or hereafter developed (each a "Device").

## **Eligibility**

In order to use the Services and enter into this Agreement you must be 18 or older and not be barred from doing so under any applicable laws in your country of residence. Attendee participation in certain event activities, such as activities involving alcohol, may be limited in order to comply with applicable laws and regulations

## **Changes to the Agreement**

Occasionally Red Hat may, in its sole discretion, make changes to the Services and this Agreement. Any material changes will be communicated to you as soon as reasonably possible. You may stop using the Services if you do not agree to the changes. Your acceptance of and/or continued use of the Services after the notification of changes to this Agreement or the Services will constitute your acceptance of changes.

## **Electronic Communication**

When you use the Services, submit forms or send emails to Red Hat, you are communicating with Red Hat electronically. You consent to receive communications from Red Hat electronically. Red Hat will communicate with Attendees by email, 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.

## **Data Privacy**

Any Attendee information that may be collected in connection with the Event will be used by Red Hat and its affiliates and subsidiaries for legitimate business purposes in accordance with its [Privacy Statement](#), which is incorporated in this Agreement. We may share information about you within Red Hat and transfer it to countries in the world where we do business in accordance with our Privacy Statement. This information may also be shared with vendors offering services, such as our event platform provider and event support agency, as well as check-in, badging, or mobile apps, related to Event. Red Hat may also access and/or disclose your 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.

## **User Generated Content**



Other than personally identifiable information, which is covered in Supplemental Terms, any reviews, comment, questions, ideas, suggestions, photos, images and other material you send or post to the Services ("User Generated Content") will be considered non-confidential and non-proprietary. The Services are 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. 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.

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 this Agreement.

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 on, to or through the Services, 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 on, to or 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.

### **Mixed Media Release**

As an Attendee of Event, you understand that at activities and promotions offered at the Event by Red Hat, you may be photographed and/or recorded, including User Generated Content. You hereby irrevocably consent and authorize Red Hat to use any image of your appearance, including without limitation any photo, video, or likeness, (collectively, "Images") that Red Hat has



taken while you attend the Event, or any User Generated Content for any and all purposes deemed appropriate by Red Hat, which may include, but are 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. You further acknowledge that Red Hat is the owner of all rights in and to the video, film, or photograph, and any reproduction thereof or any User Generated Content, of all Attendee's' images.

## **Event Code of Behavior**

### ***Our Expectations***

Red Hat values collaboration and community. We want our events to provide an opportunity for all Attendees to collaborate, learn, participate, and network in an environment that is productive and respectful. We expect Attendees 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 Attendee's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance.
- Harassment of a Attendee based on an Attendee'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.

If an Attendee engages in behavior that doesn't comply with these expectations, Red Hat may take any action that it deems appropriate, including warning the Attendee, excluding the Attendee from certain activities, prohibiting the Attendee from attending or participating in future Red Hat events, terminating Attendee's access to the Services, including without a refund (if applicable), and referring the matter to the local authorities. Attendees asked to stop any harassing or other unacceptable behavior are expected to comply immediately. If the Attendee 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 Attendee to other resources to address the concern.

### ***Reporting an Event Code of Behavior Issue***

If you feel that an Attendee is not adhering to these expectations, please submit a report with your name, phone number and contact details and a description of the situation to [mbeaton@redhat.com](mailto:mbeaton@redhat.com) to report a violation of this Code of Behavior.

The reporting mechanisms under this Event 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 Attendees can collaborate, learn and network productively!

By proceeding with your registration, you acknowledge that you have read, and agree that you shall conduct yourself consistent with this Event Code of Behavior.

### **Other Unacceptable Behavior**



**In addition to the conduct covered by the Event Code of Behavior, Attendees may not:**

- Interrupt the operation of the Services in any manner whatsoever, including by imposing an unreasonable load on the Services;
- Delete or revise any material or other information of any other user, Red Hat, or any third party;
- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services;
- Post advertisements or solicitations of business other than those explicitly approved by Red Hat;
- Defeat, investigate, or provide information concerning methods of defeating security mechanisms, including by allowing another person to access the Services using credentials issued to the Attendee, or by falsifying, deleting, or concealing Internet Protocol header, email sender, or other identifying information;
- Engage in conduct that restricts, inhibits or discourages any other person or entity from using or enjoying all or any portion, features or functions of the Services, or which, in Red Hat's judgment, exposes Red Hat or any of its users, customers, agents or suppliers to any liability or detriment of any type;
- Engage in conduct affecting Red Hat adversely or reflecting negatively on Red Hat, the Services, Red Hat's goodwill, name or reputation or causing duress, distress or discomfort to Red Hat or anyone else, or discouraging any person or entity from doing business with Red Hat; or
- Take any other action that could endanger or cause damage to Red Hat

**Age Restriction**

Attendees and guests must be 18 to attend Event and any associated side meetings, parties or evening events. Attendee participation in certain event activities, such as activities involving alcohol, may be limited in order to comply with applicable laws and regulations. Special permission may be requested for attendees under the age of 18 via [mbeaton@redhat.com](mailto:mbeaton@redhat.com) and must be received in advance.

**Information for Presenters and Sponsors**

Presenters and sponsors, who are unsure whether their presentations or other materials and communications are consistent with the Event Code of Behavior, please contact [mbeaton@redhat.com](mailto:mbeaton@redhat.com) in advance of the event.

**Medical Insurance and Travel Insurance**

Red Hat does not provide medical insurance or travel insurance for you. If you attend the Event in person, it is your responsibility to check you have sufficient coverage for you and your companion during the duration of your trip.

**Onsite Policy**

While onsite, you agree to comply with all applicable laws, rules and regulations and policies with regard to public health from each of the the show organizer, venue, and government authorities. You acknowledge the health risks associated with the novel coronavirus (COVID-19) outbreak, and the risk of exposure or infection by COVID-19.

NEITHER RED HAT, THE EVENT VENUE, THE EVENT ORGANIZER, OR ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SHAREHOLDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS, OR ASSIGNS WILL BE LIABLE FOR ANY INJURY OR ILLNESS, HOWEVER CAUSED, ARISING FROM, OR IN ANY WAY RELATED TO COVID-19 IN CONNECTION WITH THE EVENT.

You will immediately notify Red Hat if you: (i) experience symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) have a suspected, diagnosed, or otherwise confirmed case of COVID-19. You acknowledge Red Hat or its designee may take your temperature, or perform other appropriate tests in Red Hat's discretion which are designed to protect the health and safety of Event participants. Red Hat may exclude you from the Event for safety reasons in Red Hat's sole discretion.



You assume any and all risk, whatsoever, related to any Red Hat event, and release and discharge Red Hat and their agents from any liability to the fullest extent allowed by the law.

#### *For In Person Attendance at Events Requiring Badges*

Event badges must be picked up in person by the attendee with a government issued ID. Badges can not be picked up on behalf of someone else.

Badges are non transferable and can not be shared with anyone. Any person found to be in violation of this policy will have their badge confiscated and will be asked to leave.

Badges must be worn at all times while at any Red Hat sponsored events. A badge reprint fee **may** be charged to those who have lost or misplaced their conference badge.

#### **Wireless Connectivity While Onsite**

Use of the onsite Internet connection is intended solely for Event Attendees. Unauthorized access or use may result in termination of your access, disciplinary action and/or civil or criminal penalties. To the extent permitted by law, your use may be monitored.

By using the Internet connection, you agree to the following: THE INTERNET CONNECTION IS PROVIDED ON AN "AS IS" BASIS, AND RED HAT IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR BY USING THIS INTERNET CONNECTION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RED HAT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND ITS AFFILIATE AND SUBSIDIARIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS INTERNET CONNECTION.

#### **Cancellation/Substitution Policy: In Person Attendance**

The dates for receiving refunds will be communicated to registrants upon completion of all registration steps, including payment of registration fees if applicable. Cancellation of travel reservations and hotel reservations are the exclusive responsibility of the registrant. If you have registered for Event, but are unable to attend, you may substitute another employee from your company at no additional charge, provided your substitute accepts this Agreement and any Supplemental Terms. Substitutions can only be performed on completed registration records that have not been cancelled. Please email the registration team at [mbeaton@redhat.com](mailto:mbeaton@redhat.com) if you would prefer to substitute.

#### **Use of Event Content**

You will not reproduce or record any written materials, virtual meetings, video, any material on the Services, or other materials provided by Red Hat or any speaker during the Event, including but not limited to images, software, audio, text and video clips, in their entirety and distribute them in any form.

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

You will not create audio or video recordings of the Event presentation, in whole or in part, given by Red Hat or any Event speaker (the "Presentation Recordings"), or simultaneously broadcast or live-stream the Presentation Recordings, or post the Presentation Recordings on any website.

#### **Intellectual Property Rights**

Copyright: All materials on the Services, including but not limited to images, software, audio, text and video clips (for purposes of this Section, the "Materials"), are protected by copyright under U.S. copyright law, international conventions and other copyright laws. All Materials are owned or licensed by Red Hat or by its third-party licensors. You may not use the Materials, except as specified herein. Any unauthorized use of the Materials may violate, without limitation, copyright laws, trademark laws, the laws of privacy and



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#### NOTICE OF COPYRIGHT INFRINGEMENT

If you believe in good faith that copyrighted work has been reproduced on or linked from the Services without authorization in a way that constitutes copyright infringement, please provide Red Hat's designated copyright agent with the following information:

- 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:  
Vice President, Intellectual Property  
Red Hat, Inc.  
100 East Davie Street  
Raleigh, NC 27601, USA

This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on the Services. Upon receipt of such a notice of claimed infringement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), Red Hat will act expeditiously to remove or disable access to any content that is claimed to be infringing upon the copyright of any person under the laws of the United States, and will terminate the Services privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

#### **Supplemental Terms, Software, Solutions or Access**

Red Hat may provide services and solutions, or access to subsites of the Services under Supplemental Terms. Red Hat's obligations with respect to any product, solution, or access that it makes available to you under any Supplemental Terms shall be governed solely by the Supplemental Terms, under which such product or service is provided and this Agreement shall not be deemed or construed to alter the terms of such Supplemental Terms.

#### **Use of Software**

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Export Controls: Software available on the Services is further subject to United States Export Controls. No software available on the Services may be downloaded or exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or using the Commerce Department's Table of Deny Orders. By downloading any Software, you represent and warrant that you are not located in, or under the control of, or a national or resident of any such country or on any such list.

### **Mobile Application**

If Red Hat offers products and services through applications available on your wireless or other mobile Device (such as a mobile phone) (the "Mobile Application Services"), these Mobile Application Services are governed by the applicable additional terms governing such Mobile Application Service. Red Hat does not charge for these Mobile Application Services unless otherwise provided in the applicable additional terms. However, your wireless carrier's standard messaging rates and other messaging, data and other rates and charges will apply to certain Mobile Application Services. You should check with your carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or Devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless Device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services.

### **Links to Subsites, Other Websites and Products**

Subsites: In connection with Event, you may have the opportunity to access certain portions of the Services, which are known as "subsites" and for which you may be required to agree to Supplemental Terms and user codes of conduct in order to access a specific 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 the Supplemental Terms and agree to it before accessing the subsite or using such subsite's services. Both this Agreement and the Supplemental Terms will govern your use of the subsite. In the event of any inconsistency between this Agreement and the Supplemental Terms, the Supplemental Terms will control, except that nothing in the Supplemental Terms 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.

Third Party Links: Mention of third party products, companies and web sites on the Services is for informational purposes only and constitutes neither an endorsement nor a recommendation. Red Hat makes no representations regarding the quality, safety or suitability of any products by third party companies. Likewise, links to third party sites are provided for your convenience only, and Red Hat is not responsible for the content of any site linked to or from the Services. Links from the Services to any other site do not mean that Red Hat approves, or endorses or recommends that site. Red Hat disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site. Viewing of all other sites is at your own risk.



## **Contests, Sweepstakes and Other Promotions**

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, to which you must agree 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 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 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.

Red Hat disclaims all warranties, express and implied, to the greatest extent permitted by law. Red Hat also assumes no responsibility, and will not be liable for, any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data on account of your access to, use of, or browsing in the services, or your downloading of any materials, data, text, images, video, or audio from the site. Notwithstanding the limitation of liability contained herein, in no event shall Red Hat’s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing the Services.

## **Waiver and Release**

On your behalf and on behalf of your heirs, executors, administrators, and assigns, you assume full responsibility for all risks of any and all losses of any nature, whether to property or person, related to your in-person or virtual attendance at the Event or use of the Services, and resulting from, arising out of, or in connection with the Event, including, but not limited to, transportation to, from and during the Event and participation in group or individual activities during the Event, engaging in the virtual Event platform, whether or not such activities are organized by Red Hat or occur on or off the site of the Event.

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: theft of personal data and other personal property, hacking, crime, fire, smoke, water, accident, crash, acts of God, public enemy, riot, terrorism, illness, significant health crisis, including a pandemic or epidemic, health or safety code violations, violation of applicable law, or any other casualty or calamity.

You EXPRESSLY WAIVE AND RELEASE Red Hat, and its agents, delegates and representatives 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.

This Agreement is deemed to be made under and shall be construed under the laws of the State of New York, without regard to choice of law provisions. If any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement. This Agreement shall be binding upon the undersigned and upon its respective successors and assigns.

