



## LNG2023 DELEGATE, EXHIBITOR AND EXHIBITION ATTENDEE (TRADE VISITOR) PARTICIPATION TERMS AND CONDITIONS

### Interpretation and Definitions

**1. Interpretation and Definitions**

- a. **Accompanying Person** means any guest of a **Delegate**, for whom the relevant **Accompanying Person's** registration and payment has been made in full.
- b. **Agreement** includes the **Registration Form** and these **Delegate, Exhibitor and Exhibition Attendee (Trade Visitor) Participation Terms and Conditions**.
- c. **Conference** means the conference component of the **Event**.
- d. **Delegate** means a **Registrant** whose registration to participate in the **Conference** has been accepted and approved by the **Host** and the **Registrant** has paid all the agreed **Registration Fees and Charges**.
- e. **Event** means the 20<sup>th</sup> International Liquefied Natural Gas Conference and Exhibition to be held in Vancouver, Canada from 10 to 13 July 2023.
- f. **Exhibition** means the exhibition component of the **Event**.
- g. **Exhibition Attendee** also called a trade visitor, means a **Registrant** whose application to enter the **Exhibition** only, has been accepted and approved by the **Host** and the **Registrant** has paid all the agreed **Registration Fees and Charges**.
- h. **Exhibitor** means a **Registrant** whose registration to participate in the **Exhibition** has been accepted and approved by the **Host**.
- i. **Group** means a group of 10 or more **Registrants** belonging to the same organization, coordinated by one nominated contact person.
- j. **Host** means CGA Enterprises LNG2023 Inc. of 350 Albert Street, Suite 1220 Ottawa Ontario K1R 1A4 Canada and includes each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
- k. **Housing Bureau** means Wyndham Jade, LLC, trading as MCI USA, appointed by the **Manager** to manage the accommodation portion of the **Event** and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
- l. **Manager** means Exhibitions and Trade Fairs Pty Limited of Unit 5, 21 South Street, Rydalmere NSW 2116 Australia, the entity appointed by the **Host** to manage the **Exhibition** and **Conference** and includes each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
- m. **Participant** means a **Delegate, Accompanying Person, Exhibition Attendee or Exhibitor**.
- n. **Prohibited Items** include but are not limited to:
  - (i) any instrument made, intended for, or capable of harm or use as a weapon, including:
    - Firearms or any part thereof (real or replicas); compressed air guns, BB or pellet guns, starter or flare pistols, spear guns; stun guns, tasers or similar devices capable of delivering an electric shock
    - Sharp objects such as axes, hatchets, ice picks, scissors with pointed tips longer than one inch, machetes, knives (with blades longer than four inches), razor- types blades (including but not limited to box cutters, utility knives, cigar cutters, razor blades)
    - Tools such as crowbars, drills and drill Bits (including cordless portable power drills) hammers, saw and saw blades (including cordless portable power saws), pliers, screwdrivers, wrenches
    - Ammunition/munitions
    - Explosive/incendiary devices or replicas of incendiaries; fireworks; Flares in any form
    - Corrosive or toxic substances, offensive odorants, glues of any kind
    - Mace/pepper spray
    - Sport or club-like items such as baseball or cricket bats, golf clubs, hockey or lacrosse sticks, pool cues, ski poles, bows and arrows; swords, sabres; billy-clubs, night sticks, brass knuckles, throwing stars and other martial arts weapons.
    - Flammable liquids including; Fuels, gasoline, aerosols, turpentine, paint and thinner, gas torches, lighters or matches, lighter fluid, non-personal care aerosols, compressed gas cylinders
    - Chains and padlocks
  - (ii) Fireworks and flares
  - (iii) Lasers and laser pointers

- (iv) Large permanent marker or felt type pens
  - (v) Aerosol canisters
  - (vi) Glo sticks and other illuminating objects
  - (vii) Drones or other remote controlled devices
  - (viii) Radiological, biological, and chemical agents.
  - (ix) Alcohol
  - (x) Items whose significance could be opposed to the interests of the **Event** or devices capable of emitting disruptive noise or odour including:
    - Hunting horns, air horns, klaxons, drums, vuvuzelas, bells, horns, and whistles
    - Musical instruments including horns, trumpets, sirens, as well as hunting horns, air horns, klaxons, drums, vuvuzelas, bells, horns, and whistles or other noise making devices
    - Bluetooth speakers
    - Unauthorized written material, banners, clothing, flags intended to be political and used for demonstration
    - Large monopods (selfie sticks) or tripods and other professional journalistic equipment by non-media accredited personnel
  - (xi) Items designated as illegal in Canada for which there are laws restricting or prohibiting their use or possession
  - (xii) Vehicles and other transportation devices including skateboards, scooters, Segways and other similar recreational terms (these items can be carried under certain circumstances, but riding is not allowed within the **Venue**)
  - (xiii) Bottled liquids, A 'Full Decant' policy in place for the **Event**;
  - (xiv) Animals (except for assistance animals required for a disability or approved by **Host** or **Manager**);
- o. **Registrant** means a person registering to attend **Conference**, or any part thereof, or registering, or requiring access to attend the **Exhibition** or work at the **Exhibition**, whether online, or via the official registration form or on site.
- p. **Registration Fees and Charges** means any fees and charges paid or payable by a **Delegate**, **Accompanying Person** or other **Participant** (if any).
- q. **Registration Form** means the registration application provided at the LNG2023 registration portal, the official registration forms, any **Group** booking form and any on-site registration form.
- r. **Venue** means the Vancouver Convention Centre and any other venue where **Event** activities or **Event** related activities are held and each venue's officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable and depending on the context includes the owners and operators of the **Venue**.

## 2. Agreement

- a. By completing and submitting the Registration Form and checking "I have read and agree to the **Delegate, Exhibitor and Exhibition Attendee (Trade Visitor) Participation Terms and Conditions**" on the **Registration Form**, I agree to accept and abide by this **Agreement** and all amendments thereto and decisions of the **Host** and **Manager**. The registration application becomes a binding agreement between **Host** and **Registrant** once the **Registrant** submits the **Registration Form** to the **Host**. The person who accepts the terms of this **Agreement** on behalf of a **Participant** warrants that he or she is authorized to enter into this **Agreement** which is legally binding on the **Participant**.

## Registration

### 3. Registration Guidelines

- a. **Registration** must be made via the official **Event** website at LNG2023 registration portal or other official **Registration Form**. When the **Registrant** registers via the registration portal, the registration application will be accepted for review if all required fields are filled in. When the **Registrant** applies for registration via official registration form through emails from the **Manager** or **Host**, the registration application will be accepted if all required fields are filled in, signed, and sent to the **Manager** by email (registration@lng2023.org) or presented at on-site registration desk.
- b. Online registration will be closed on 08 July 2023 and thereafter **Registrants** may apply to register at the on-site registration desk from 09 – 13 July 2023.
- c. Any changes to a **Participant's** registration will be allowed until 08 July 2023.
- d. On receipt of the **Registration Form** by the **Host** or **Manager**, the **Participant** shall be bound by this **Agreement**. The **Host** and **Manager** shall have the full power to interpret and amend this **Agreement**, provided that notice of such amendments is provided to any **Participant** who may be affected by the amendment(s).
- e. **Registrants** must be employed in the gas or energy industry or a complimentary industry. If the **Host** or **Manager** believes the **Registrant** is not employed in the gas or energy industry or a complimentary industry the **Host** or **Manager** reserves the right to refuse the registration application, to cancel the registration and refuse entry to the **Venue**.

### 4. Confirmation

- a. If a **Registrant** is approved by the **Host**, a confirmation of registration will be sent by the **Host** or **Manager** to the email address provided on the **Registration Form** and means the **Delegate** has been approved to attend the **Conference** and **Exhibition** and the **Exhibition Attendee** has been approved to attend the **Exhibition** and has successfully completed the registration application and provided a full payment.

- b. All **Participants** are requested to present the registration confirmation to receive a **Participant** badge at on-site registration desk.
- c. **Participants** may request an official letter of invitation via online registration. An official letter of invitation is only issued after the registration application process is completed and the application reviewed and approved by the **Host** or **Manager**.
- d. The **Host** does not guarantee that the visa issuing authority will issue the visa in a timely manner. The **Host** or **Manager** will not contact or intervene with any Embassy or Consulate office on behalf of a **Delegate** or **Accompanying Person**. The **Host** cannot be held responsible if a **Participant's** visa is not approved and the **Registration Fees and Charges** will not be refunded for such reason.

**5. Payment**

- a. All payments must be made in full and in clear funds to the **Host** no later than [08 July 2023]. After [08 July 2023], the **Registrant** may if approved to attend the **Conference** pay the **Registration Fees and Charges** at the on-site registration desk.
- b. Unless otherwise expressly stated all **Registration Fees and Charges** referred to in this **Agreement** are in USD(\$).
- c. **Delegate Registration Fees and Charges** paid online must be paid in USD (\$), and unless otherwise expressly stated are subject to GST and no other currency will be accepted.
- d. Payment should be made in advance using an approved credit card for individuals. Should a **Group** of 10 or more **Delegates** wish to process the payment using a credit card or if system error incurred during the process of payment, contact the **Manager** via email, registration@lng2023.org.
- e. In the case of overpayment or double payment, refund requests (including all relevant information regarding the bank account if applicable) must be made in writing and sent to **Manager** via email, registration@lng2023.org, no later than 09 July2023.
- f. **Registrants** who are eligible for an invitation or discount code will receive an email with registration instructions and a special code to submit upon registration. An invitation code is provided to the designated **Registrant** only and cannot be applied to multiple **Registrants**.

**6. Costs**

- a. The **Participant** shall be responsible for paying their own costs and expenses for attending the **Event**, including meals, travel and hotel accommodation. The **Host** will not accept any invoices or charges for any costs and expenses incurred by a **Participant**.

**7. Invoice/Receipt**

- a. The Invoice/Receipt will be issued to the email address which **Delegates** or **Accompanying Persons** have provided on the **Registration Form**.

**8. Payment by Credit Card**

- a. The payment will be processed via a secured Payment Gateway System. Credit card payment is highly recommended as a payment method. Only Visa, MasterCard, JCB, AMEX and Union Pay are accepted.
- b. After 08 July 2023, payment online by credit card will not be accepted, and the **Registrant** should register using an approved credit card at on-site registration desk.

**9. Payment by Bank Transfer**

- a. Payment via bank transfer is only allowed for a **Group** of 10 or more registrations from the same organization.
- b. A **Registrant** paying using wire transfer must provide the **Host** with a receipt for the international wire transfer including: Account Name, Account Number, Swift Code, Bank Name, Bank Address.
- c. The **Registrant** is solely responsible for covering all bank charges inclusive of transaction fees as written in the actual invoice issued by the **Host** or **Manager**.
- d. After 08 July 2023, payment by bank transfer will not be accepted, and the **Registrant** should register and process payment by credit card at on-site registration desk.

**10. Withdrawal or Cancellation by a Delegate or Accompanying Person**

- a. Should a **Delegate** wish to withdraw or cancel attendance, notice must be sent in writing by the **Delegate** to the **Manager** on or before 10 May 2023. Cancellation will be deemed to have occurred when written notification has been received by the **Manager** on or before 10 May 2023.
- b. An administration fee of the amount set out below shall be payable by the **Delegate** or **Accompanying Person** and deducted from any refund for cancellation of attendance:

Category	Administration Fee
<b>Delegate</b>	\$478
Speaker / IGU Member/CGA Member/IIR Member	\$383
Professional Training Courses (fee per course)	\$95
<b>Accompanying Person</b>	\$95
Technical Tour	\$95

- c. No refunds will be made for any withdrawal or cancellation received after 10 May 2023, except in a case where a

**Delegate** must cancel the registration due to the Canadian or British Columbian government's issuance of an entry restriction to British Columbia due to COVID-19 or equivalent pandemic. To be entitled to claim a refund in these circumstances, the **Delegate** or **Accompanying Person** must notify the **Manager** in writing on or before 30 June 2023. After a written consent by the **Manager**, the payment will be refunded less a 6% of administration fee, calculated as 6% of the total **Registration Fees and Charges** paid by **Delegate** and any **Accompanying Person**. **Delegate** agrees that this is a genuine pre-estimate of the loss and damage incurred by the Host.

- d. It is the responsibility of the **Delegate** to be informed of the latest regulations as regards entry to Canada and British Columbia. The **Hosts** cannot be held liable for refunds in cases where the **Delegate** has been refused entry to Canada or British Columbia due or partly due to the **Delegate** not adhering to the latest regulations issued by the Canadian or British Columbian governments as regards entry to the country.
- e. Refunds, if any, will be reimbursed within 60 days of cancellation being approved.

#### 11. Prohibition on Transfer

- a. The rights of a **Participant** are not transferable or assignable to any other person without the prior written consent of the **Host** or **Manager**. Once written consent has been given, the registration may be transferred to another person within the **Participant's** company who by accepting the assignment or transfer of the registration agrees to be bound by this **Agreement**.
- b. The **Manager** reserves the right to refuse attendance to the **Event**, or the conference or exhibition portions, to a replacement individual who is not the named **Participant** where consent has not been given in accordance with the provisions of this clause 11.
- c. No transfers will be accepted after 10 June 2023.

#### 12. Conference Postponement or Cancellation by Host

- a. The **Host** reserves the right to postpone the **Event**. If the **Event** is postponed due to circumstances beyond the reasonable control of the **Host** or **Manager** including COVID-19 or equivalent conditions, the **Host** is entitled to retain all **Registration Fees and Charges** paid by **Delegate** for the postponed event. This **Agreement** shall remain in force for the postponed **Event**.
- b. Should the **Event**, the **Conference** or the **Exhibition** be postponed or cancelled under any circumstances the **Host** and **Manager**, cannot be held liable for any damages, costs, or losses incurred by the **Delegate**, **Accompanying Person** or any other **Participant** expressly including travel costs and accommodation costs.
- c. If the **Event** is cancelled due to Covid 19 or equivalent conditions, the **Delegate** and any **Accompanying Person** will be refunded the total **Registration Fees and Charges** paid less a 6% administration fee, calculated as 6% of the total **Registration Fees and Charges** paid by **Delegate** and any **Accompanying Person**.
- d. If the **Event** is postponed or cancelled, the **Host** will use reasonable endeavours to alert **Participants** of any postponement or cancellation and details of the postponement or cancellation will be posted on the **Event** website. **Participants** are responsible for checking this information prior to the **Event**.
- e. The **Host** in its sole discretion, reserves the right to change any and all aspects of the **Event**, which includes modifying the content or timing of the **Event** or **Conference** topics and the speaker line-up. The **Host** or **Manager** shall not be liable to refund a **Participant** any **Registration Fees and Charges** or pay for additional costs incurred by the **Participant** attending the **Event**.

#### 13. Insurance

- a. The **Registration Fees and Charges** do not include insurance of any kind. It is strongly recommended that all **Participants** take out an adequate insurance policy. The policy should include loss of **Registration Fees and Charges** through postponement or cancellation of the **Event** or any portion of the **Event**, loss of international/domestic air fares, loss of tour monies through cancellation for any reason including airline or related services, strikes, failure to utilize tours or pre booked arrangements due to airline delay or any other reason, medical expenses, loss or damage to personal property, additional expenses and repatriation should travel arrangements have to be altered.
- b. None of the **Host and Manager**, nor **Venue** can take any responsibility for any **Delegate** or **Accompanying Person** failing to arrange its own adequate insurance.

#### 14. Compliance, Consent & Copyright

- a. Attendance at the **Event** is granted solely at the discretion of the **Host** and **Manager**.
- b. The **Host** and **Manager** require that any person seeking access to the **Event** as a **Participant** produce as a condition of entry to the **Event**, a current self-identification document which must contain a photograph of the **Participant** (being a current and valid passport, or for citizens from Canada or USA only a current and valid Passport or driver's license issued in Canada or the USA). Failure to provide one of the nominated current and valid self-identification documents containing a photograph of the **Participant** may result in the person being denied access to the **Event** and the person being requested to leave the **Venue**. In such circumstances the **Host** and **Manager** will not have any liability to that person.
- c. The **Host** and **Manager** or any of their contractors including security personnel reserve the right to inspect and/or search bags (including by metal and controlled or illegal substance detection, scanning or x-ray) brought into or taken out of the **Venue** and to search all persons, their clothing and other items of such persons for dangerous, controlled or illegal substances, and any **Prohibited Items** which may cause a nuisance or danger.

- d. The **Participant** shall comply with all **Venue** regulations, health and safety and other regulatory requirements and any and all applicable Government rules and regulations.
- e. The **Participant** must comply with any reasonable instructions given by the **Venue** or any other authorised authority regarding fire or other emergency precautions.
- f. The **Participant** shall not do anything which in the **Host's** or **Manager's** reasonable opinion may cause alarm or distress to other **Participants** or may be prejudicial, defamatory, dangerous, harmful or otherwise in contravention of what was envisaged under this **Agreement**.
- g. The **Host** and **Manager** reserve the right to refuse entry, exclude or remove from the **Event** any person carrying a **Prohibited Item**, or whose presence or action, in the opinion of the **Host** or **Manager**, is or is likely to be undesirable, unruly, disorderly, disruptive or may put the safety and wellbeing of the other **Participants** or other persons at risk.
- h. The **Host** and **Manager** reserve the right to exclude or remove any **Participant** or any other person from the whole or any part of the **Event**, without any liability to refund any **Registration Fees and Charges**, where their presence, conduct or action, in the opinion of the **Host** or **Manager** or any person acting with the authority of the **Host** or **Manager**, is or is likely to be undesirable, unruly, disorderly, disruptive or inappropriate or may put at risk the safety or wellbeing of any person or involves a contravention of this **Agreement** (but neither the **Host** or **Manager**, nor any other person, has any obligation to exclude or remove any person).
- i. By attending the **Event**, the **Participant** consents to being photographed, filmed and/or recorded and consent to the **Host** and **Manager**, or **Venue** using the images and recordings of them for promotional purposes, without compensation or acknowledgment.

**15. Audio Visual Equipment**

- a. Audio Visual Equipment (including without limitation CD players, microphones, video/sound recorders and radios) or other sound devices operated in a manner objectionable to the **Host** or **Manager**, shall be prohibited and the **Participant** shall immediately cease using such equipment if so, requested by the **Host** or **Manager**.

**16. Accompanying Persons**

- a. **Accompanying Persons** are defined as any guest of a **Delegate**. When registering online, **Delegates** will have the option to register and pay for an **Accompanying Person**. **Accompanying Person(s)** must NOT be a professional of the gas or energy industry or use the **Conference** as a business networking opportunity. If the **Manager** believes the **Accompanying Person** is attending in a professional or business capacity, the **Manager** reserves the right to refuse or to cancel the registration of the **Accompanying Person** and request they register as a full **Delegate** for the **Conference**.
- b. The following items are included in the **Accompanying Person's** registration:
  - i. Welcome Reception on 10 July 2023.
  - ii. Networking Reception on 12 July 2023.
  - iii. Admission to the **Exhibition**

**17. Technical Tour**

- a. In this clause:
  - i. **Technical Tour** means a visit arranged for **Delegates**, who have the right to attend a technical tour, to an industrial facility. Only **Delegates** and **Accompanying Persons**. Media/Press pass holders are eligible to register and must make a full payment.
- b. **The Technical Tour** is available to persons who have registered and paid in full, by no later than 3 July 2023. Should a **Delegate** wish to proceed with a tour registration after 3 July 2023, the person should visit the on-site Tour Information Desk. Tour programs will be fulfilled subject to availability.
- c. Cancellations requests must be made in writing to registration@lng2023.org no later than 10 May 2023.
- d. Amendment requests must be made in writing to registration@lng2023.org no later than 10 June 2023. Any approved refunds for **Technical Tour** will be reimbursed within 60 days of cancellation being approved, an administration fee of 6% shall be payable by the **Delegate** or **Accompanying Person** and deducted per cancellation of a tour. **Delegate** or **Accompanying Person** agrees that this is a genuine pre-estimate of the loss and damage incurred by the **Host**. After 10 May 2023, no refunds will be made for cancellation of the **Technical Tour**.
- e. All tour participants are to assemble according to the information provided. No refunds will be granted for no-shows and late comers.
- f. The **Host** or **Manager** reserve the right to amend, modify, substitute, cancel or reschedule tours as required if deemed necessary. The **Host** and **Manager** will make every effort to operate the tours according to the advertised schedule. Deviation from the advertised schedule is sometimes necessary depending on local factors, including weather, road conditions, flights or other factors beyond the **Host** or **Manager's** reasonable control. Changes to the

advertised schedule will be made only if required due to circumstances beyond the **Host's** or **Manager's** reasonable control. The **Delegate** will be informed in advance whenever possible.

- g. Should the tour date selected not achieve the minimum number of people required to run the tour, the **Manager** will notify the **Delegate** or **Accompanying Person** in advance and suggest an alternative date. If the alternative tour date is not suitable to the **Delegate** or **Accompanying Person**, a refund will be made in full.

#### **18. Limitation of Liability**

- a. The **Participant** agrees that his/her participation in the **Event** is wholly at his/her own risk (including risk to property and persons).
- b. None of the **Host** or **Manager**, warrant or guarantee and they specifically exclude any liability to the **Participant** in relation to:
  - i. any difference between estimated and actual number of attendees at the **Event** or any portion of the **Event**;
  - ii. any difference between estimated and actual number of exhibitors or identity of exhibitors at the **Exhibition**;
  - iii. timeliness or quality of services, or failure or deficiency in provision of services, that are the responsibility of the providers and owner and operators of the **Venue**;
  - iv. cancellation, postponement, shorter opening hours in relation of the **Event** either as a whole or in part;
  - v. cancellation or postponement of any speakers or other representatives scheduled to appear at the **Conference** (or which the **Delegate** has been notified may appear the **Conference**). The **Host** and **Manager** have the right to substitute speakers at the **Conference** without any prior notice; and
  - vi. any event or circumstance outside the **Host's** or **Manager's** control, including, but without limitation, to any delay, failure or interruption resulting directly, or indirectly from industrial action, blackout, fire, war, explosion, terrorism, pandemic, including SARS, COVID-19 or other virus, civil or military unrest, cyber-crime, cyber-attack, cyber warfare, government sanction or ministerial action having the force of law, earthquake, flood, or other act of God, or labour dispute, which impacts upon, prevents or limits the operation of the **Event**, or any portion thereof, or performance of **Host's** or **Manager's** obligations under this **Agreement**.
- c. The **Host and Manager**:-
  - i. exclude from this **Agreement** all terms, warranties, conditions and guarantees implied or imposed by law, to the fullest extent permitted by the laws of British Columbia;
  - ii. exclude all liability for injury to or death of the **Participant**; and
  - iii. exclude all liability for any indirect, special, economic, or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the **Participant**.
- d. To the extent any liability to the **Participant** under this **Agreement** cannot be excluded, the **Host's**, **Manager's** and **Venue's** liability to the **Delegate** or **Accompanying Person** is limited to an amount that does not exceed the **Registration Fees and Charges** paid by the **Delegate** or **Accompanying Person** and USD \$100 for other **Participants** in respect of any liability under or in relation to this **Agreement**, the performance of this **Agreement** or any activity contemplated by this **Agreement**, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.

#### **19. Non-discrimination policy**

In this clause, **Harassment** means and includes offensive verbal comments, sexual images visible in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other events; inappropriate physical contact, and unwelcome sexual attention.

- a. The **Host** is committed to delivering an **Event** in which everyone is treated with respect, free from discrimination or **Harassment**.
- b. The **Host** and **Manager** prohibits discrimination, **Harassment**, and bullying against any person for any reason, for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.
- c. Discrimination or **Harassment** of **Participants** and other persons will not be tolerated in any form. **Participants** violating this rule may be sanctioned or refused entry to the **Venue** without a refund at the discretion of the **Host** or **Manager**.
- d. If a **Participant** is being harassed, or a **Participant** observes that someone else is being harassed, or have any other concerns, please contact a member of the **Manager's** staff.

#### **20. Indemnification**

- a. The **Participant** indemnifies each of the **Host**, **Manager** and **Venue** against all suits, claims, cost, loss, expense, damage and liability which they or any one of them may suffer or incur arising from any loss or damage to property and/or injury to or death of any person whatsoever (including any **Participant**, member of the public, agent or contractor) however caused including by any act, omission or default of the **Participant** and/or breach by the any of them of any obligation or warranty under this **Agreement**.

#### **21. General**

- a. This **Agreement** is governed by the substantive laws of British Columbia (without regard to its conflict of laws provisions) and the **Host** and the **Participant** submit to the exclusive jurisdiction of the courts and laws of British

- Columbia.
- b. Any waiver by the **Host** or **Manager** of a breach of this **Agreement**, or of any rights created by or arising under this **Agreement**, must be confirmed in writing by the **Host** or **Manager**, and variation of any part of this **Agreement** must be in writing to be effective.
  - c. Nothing in this **Agreement** will be construed to place the parties in the relationship of partners, joint ventures or fiduciaries, nor may either party act as agent for the other.
  - d. No statement or representation about the **Event** or otherwise concerning the subject matter of this **Agreement** may be relied upon by the **Participant** unless expressly set out in this **Agreement** to the extent permitted at law.
  - e. A **Participant** may not transfer or assign its rights or obligations except in accordance with the provisions of this **Agreement**.
  - f. The **Manager** and **Venue** may rely on each of the covenants, agreements, exclusions, releases and indemnities given or made under this **Agreement** as if each were a party to this **Agreement** and each is an intended third-party beneficiary of this **Agreement**.
  - g. This **Agreement** is subject to the provisions of any applicable law which cannot be excluded and any invalid, unenforceable, or void part will be severed to the extent invalid, unenforceable, or void and the remainder will remain in full force and effect.
  - h. The **Participant** consents under all applicable privacy laws, to the disclosure of all of the **Participant's** contact information to contractors appointed by the **Host** or **Manager** to assist in the organization or management of the **Event**, and to use of such contact information by the **Host** or **Manager** for the purpose of informing the **Participant** of other products, services and events promoted by the **Host** and **Manager**, or any of their respective contractors. The **Participant** may obtain details of the information the **Host** and **Manager** holds about it, or request in writing that related contact information should not be used.
  - i. All dates and deadlines, mentioned in these terms and conditions, refer to Canadian Pacific Standard Time.