

## 1) Introduction

- a) UiPath *event* ("Event") is organized and managed by UiPath Inc., a company headquartered at 90 Park Avenue, 20th Floor, New York, NY 10016, when Events are organized in North America and UiPath SRL, a Romanian company, headquartered at 4 Vasile Alecsandri and 11 Daniel Constantin, Building A, Floors 5&6, 1<sup>st</sup> District, Bucharest, Romania (hereinafter jointly referred to as "UiPath").
- b) These terms and conditions (hereinafter referred to as the "Terms & Conditions") set out the terms on which you agree to participate at the Event. Please read the Terms & Conditions carefully and make sure you understand it before ticking the "*I agree with the Event terms and conditions*" section from the registration form. You understand that by registering for the Event, you agree to be bound by the terms of the Terms & Conditions.
- c) References to "us", "we" and "our" shall refer to UiPath and references to "you" and "your" shall refer to the participant.

# 2) Grant of rights

- a) UiPath grants you the right to participate to the Event and a license to use the materials presented during the Event (the "Event Materials") as provided to you after the Event by e-mail, or during the Event (as the case may be), for an **unlimited** period of time, worldwide, only for your own personal, non-commercial use, provided that you give us full attribution and credit by name, keep intact all copyright, trademark and other proprietary notices. For the avoidance of any doubt, UiPath does not grant you the right to make the Event Materials available to third parties, on any media or form, without the prior written consent of UiPath. In order to obtain UiPath's approval, you must submit your request to <a href="mailto:legal@uipath.com">legal@uipath.com</a>.
- b) Any conduct deviating from the provisions of this section or from the provisions of section will be deemed as a breach of UiPath intellectual property rights over the Event Materials and UiPath will be entitled to use all legal remedies in order to repair the caused damages. UiPath is the sole and exclusive owner of all intellectual property rights over the Event Materials or has obtained the approval of the owner of the intellectual property rights over the Event Materials or has obtained the approval of the owner of the intellectual property rights over the Event during the Event, and nothing in these Terms & Conditions shall be deemed as an assignment of the intellectual property rights over the Event Materials to you.

## 3) Raffle

During the Event, UiPath will organize a raffle and will select winners by running a random drawing from among all connected participants ("Raffle"). The raffle is open to all natural persons registered to participate in the Event, who are at least eighteen (18) years of age as of the date of entry. UiPath and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities") are not eligible to enter the Raffle or win a prize.

The Prizes are:

- 100 UiPath T-shirts and
- 125 twenty percent-off vouchers for the UiPath Advanced Certification exam (winners will be able to use the voucher number when booking the exam).

The Prize draw will take place on September 3, 2020 and the winners will be announced via e-mail within fourteen (14) days as of the random drawing. Winners must accept the Prize(s) by email as directed by UiPath within ten (10) days of such notification.

UiPath is not responsible for any delay in notification or a winners failure to receive notification for any reason, including inactive email account(s), systems or technical difficulties, email hosting issues, server or internet problems, or winners failure to adequately monitor his/her email account.

You agree to hold harmless, defend and indemnify each of the Promotion Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) participation in the Raffle, or (ii) participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

## 4) Photography/Video

- a) By attending the Event, you accept these terms and grant UiPath and acknowledge that we have the right to take photographs, record videos, take interview or testimonials of the Event or of UiPath or the UiPath products in which you (including your property) may appear in connection with the Event or any other promotion of UiPath ("Generated Material").
- b) Generated Material will belong to UiPath. You authorize UiPath, its assigns and transferees to copyright, use and publish the same in any media, including print and electronically and agrees that UiPath may use it, with or without identifying you, for any lawful purpose, including for example such purposes as related to the event publicity, illustration, advertising and Web content. You acknowledge and accept that



you will not be entitled to any remuneration in connection with the usage of any Generated Material. Please see below the privacy section if you want to contact us with questions or concerns on how the Generated Material is used.

#### 5) Third Party Materials

- a) UiPath may use third party materials or use and indicate third party tools during the Event or within the Event Materials. This use or indication by UiPath of third party materials and tools does not represent an endorsement by UiPath of such third-party materials and tools. UiPath is not liable for any prejudices incurred to you as a consequence of using the third-party materials and tools.
- b) You expressly acknowledge that any license to use the third party tools together or separately from the UiPath products will be purchased from the third party entitled to grant licenses for the use of the respective tools.

## 6) Costs for participating to the Event

- a) You acknowledge and agree that you will be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any costs relating to the internet connection, hardware or software they might be required in order to attend the Event).
- b) You will promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the hardware or software necessary in order to attend the Event). We will not be responsible for any failure or delay in attending the Event where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.

#### 7) Changes

- a) It may be necessary for UiPath to alter the advertised content, timing, date or location of the Event.
- b) We reserve the right to do this at any time without liability to you, provided that the Event, as altered, is substantially similar to Event as originally advertised. UiPath will provide you with notice of any alterations as soon as is reasonably practicable.

#### 8) Cancellation

- a) UiPath reserves the right to cancel the Event at any time during the Term and will provide you with notice of the same as soon as is reasonably practicable. In the event that we cancel the Event (pursuant to this section) or materially alter the advertised content, timing, date or location of the Event, you shall be entitled to either: (i) a credit for a future event held by us of your choice (up to the value of sums paid by you in respect of the Event); or (ii) terminate these Terms & Conditions with immediate effect and obtain a refund (calculated in good faith) of an amount that reflects the total sums paid by you at the date of cancellation, if applicable.
- b) Any such refund, if applicable, shall be paid by us within 30 days of receipt of confirmation from you of your wish to terminate the Terms & Conditions.

#### 9) Force Majeure

UiPath shall not be deemed to be in breach of these Terms & Conditions or otherwise liable to you for any failure or delay in performing our obligations under these Terms & Conditions as a result of an event or series of connected events outside of our reasonable control or the reasonable control of our sub-contractors or suppliers as applicable (including, without limitation, strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm).

#### 10) Term

- a) These Terms & Conditions will take effect on the date you register for the Event and continue until the completion of the Event (the "Term"), unless terminated early in accordance with these Terms & Conditions.
- b) Either party has the right at any time to terminate these Terms & Conditions immediately by giving written notice to the other in the event that the other: has committed a material breach of any of its obligations under these Terms & Conditions and has not remedied any such breach (if capable of remedy) within fourteen (14) days of being required to do so by written notice.

## 11) Privacy

a) By providing personal data (as defined by the General Data Protection Regulation and other applicable privacy laws) to UiPath, the participant acknowledges that the personal data will be used and processed by UiPath, for the purposes of organizing, unfolding and



promotion of the UiPath events and UiPath. UiPath will process the personal data in accordance with the <u>UiPath Privacy Policy</u>. For any questions regarding the ways in which UiPath processes your personal data, please contact us at <u>privacy@uipath.com</u>. If you have any concerns regarding the photos/recordings of you from the Event or if you want us to stop using photos/recordings of you in new material, please contact us at <u>privacy@uipath.com</u>. We will then no longer use your personal data in new information material. We will also remove you from already published material wherever possible. You can always object to being photographed or recorded during the event by reaching out to our photographers or organizing staff.

b) Upon registration to the Event, you can opt-in to share the personal data provided during registration with our partners or sponsors in order to be contacted by these companies about their products or services. If you are physically attending the Event and you are provided with a badge, your badge may have a QR code label. Badge scanning is entirely optional and you can at any time refuse to have your badge scanned. By allowing other Event participants (including UiPath delegates), sponsors or partners to scan your badge, you are authorizing UiPath to share the personal data you provided during the registration process with those Event participants, partners, or sponsors. This means that your personal data can be used by these companies (including UiPath) to send you communications about their products or services, subject to their privacy policies. The Privacy Policy of UiPath is available here.

## 12) Indemnity

You agree to indemnify UiPath, our staff and affiliates and to hold UiPath harmless to the fullest extent permitted by law, against all losses, costs, claims or expenses of any kind arising from any act or omission of you in relation to the Event.

#### 13) Limitation of Liability

In no event will UiPath be liable to you or any other person or entity for any indirect, special, incidental, exemplary or consequential damages or loss of goodwill in any way relating to these Terms & Conditions or resulting from the attendance or inability to attend the Event, even if you have not been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, or otherwise.

You agree that during the Event you are fully responsible for your own actions/inactions and you agree that you will not hold UiPath liable for any harm, damages, prejudice etc., that you may incur due to your own actions/inactions inside or outside the Event.

#### 14) Limitation of Liability Exclusions

Nothing in these Terms & Conditions shall limit or exclude a party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by applicable law.

## 15) Applicable Law

These terms are governed by the laws of New York (for Events organized in North America) or England and Wales (for Events organized outside North America) subject to the respective courts (New York and London), without regard to conflicts of law rules.

## 16) General

- a) These Terms & Conditions contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms & Conditions. You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms & Conditions. These Terms & Conditions shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.
- b) If any provision of these Terms & Conditions is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Terms & Conditions remain in force and shall produce legal effects.

## 17) Anti-Corruption.

Each party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employees or agents in connection with these Terms & Conditions. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Any violation of the above restrictions will be promptly notified to <a href="https://www.legal@uipath.com">legal@uipath.com</a>.