IYNAUS Event Agreement Terms & Conditions

Terms and Conditions of Attendance and Participation at IYNAUS Convention 2023

By registering for Iyengar Yoga National Association of the US ("IYNAUS") Convention 2023 ("IC23" or "Event") you ("you") agree to these terms. If you are registering on behalf of another, it is your responsibility to ensure that the person attending is aware of these terms and accepts them, and by completing the registration you are warranting that you have made the attendee aware of these terms and that they have accepted.

1. Event Admission

- 1.1. <u>Admittance</u>. Your registration entitles you to admittance to the Event. You will bear all other costs.
- 1.2. <u>Termination</u>. IYNAUS and the Event Management Committee (Management) reserve the right to deny entry to the Event or remove from the Event any person who is behaving or threatening to behave in a manner in which Management, in its sole and absolute discretion, considers to be disruptive to the Event or its attendees.
- 1.3. <u>Media and Likeness</u>. By participating in the Event, you grant permission to the unrestricted worldwide royalty-free use for any purpose of your image, likeness and sound of your voice as recorded on audio or video. Your image may be edited, copied, exhibited, published or distributed, and you waive the right to inspect or approve the finished product.
- 1.4. <u>Event Content</u>. You acknowledge and agree that IYNAUS, in its sole discretion, reserves the right to change any aspect of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, and time.
- 1.5. <u>Liability Waiver</u>. On admission, you will be asked to sign a waiver of liability as a condition of admittance. IYNAUS may not be held liable for physical injury or illness. This includes all liability related to Covid 19, the risk of which you assume fully by attending.

2. Fee(s)

2.1. <u>Payment</u>. The payment of the applicable fee(s) for the Event is due upon registration. If such payment is insufficient or declined for any reason, IYNAUS may refuse to admit you to the Event and shall have no liability in that regard.

3. Cancellations

3.1. <u>Cancellations</u>. Cancellations are subject to the entire Event ticket purchase only. All sales are final per the "terms" below; no payments will be refunded or refundable. Please note that if you do not cancel and do not attend/access the Event, you are still responsible for payment. In no event shall IYNAUS be obligated to refund all or a portion of the ticket purchase. All other purchases are final.

In-person attendees

• Attendees changing from in-person to online:

- At any time if an attendee needs to change a ticket purchase from in-person to online, IYNAUS will process a full refund for the difference minus \$18 admin/credit card processing fee.
- <u>In-person participants requesting complete cancellation of attendance</u>:
 - October 1st to December 31st, 2022 full refund minus \$18 admin/credit card processing fee
 - January 1st to April 1st, 2023 75% refund minus \$18 admin/credit card processing fee
 - April 1st to May 10th, 2023 Attendees can receive a refund of the difference between in-person and online attendance minus \$18 admin/credit card processing fee
 - No ticket refunds after May 10th, 2023
 - Hotel room reservations must be canceled separately through Town & Country Resort by the attendee

Online attendees

- Online-only registration may be canceled until May 10th for a full refund minus \$18 admin/credit card processing fee (not available for in-person transfers)
- Online registered participants who decide to change a ticket purchase to in-person attendance must cancel their online ticket purchase prior to signing up for in-person, subject to availability

Presenter Cancellation—if Abhijata Iyengar is unable attend due to unforeseen circumstances:

- IYNAUS will proceed with the convention, led by an alternative US-based presenter
- All further ticket prices will be reduced by 20%
- A partial refund of 20% will be issued for all ticket types up to May 1st 2023
- Cancellation policies above will still apply.
- 3.2. <u>Force Majeure</u>. IYNAUS will not be liable or responsible to you nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond IYNAUS's reasonable control, including, without limitation, the following: acts of God, strikes, boycotts, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure"). IYNAUS shall have the right to immediately terminate the Event without liability and shall be relieved of its obligations to you. If the Event is terminated due to a Force Majeure occurrence before the first day of the Event, IYNAUS will attempt to reschedule the affected Event and your registration fee may be applied to the rescheduled Event, at the discretion of IYNAUS.

4. Your Privacy Is Important to Us

- 4.1. "Personal Data" is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity.
- 4.2. <u>Personal Data that you give us.</u>

We may collect and process the following Personal Data:

- Contact information, which you provide when corresponding with us by phone, email or
 otherwise. This includes information you provide when you participate in discussion boards
 or other social media functions on our Site and when you report a problem with our Site.
 The information you give us may include your name, address, email address, phone number,
 financial information and/or credit card information.
- Due payment information, including financial information such as credit/debit card and account numbers used to process your Event ticket registration and/or sponsorship payment.
- **Purchase information**, relating to purchases of delegate passes and Virtual Event participation, either in-person or via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

4.3. Selling or renting your Personal Data.

• We will never sell or rent your Personal Data to third parties without your opt-in consent.

4.4. Security

- Although we use security measures to help protect your Personal Data against loss, misuse
 or unauthorized disclosure, we cannot guarantee the security of information transmitted to
 us over the internet.
- All information you provide to us is stored on secure servers.
- Any payment transactions will be encrypted using SSL technology.
- **Miscellaneous.** This Agreement is governed by California law, where the Event is to be held. You submit to jurisdiction and venue exclusively in the courts of San Diego County, California to resolve any dispute involving this Agreement. Any portion of this Agreement found unenforceable will not render the rest of the Agreement unenforceable.