Vanguard Forums Terms and Conditions

Terms and Conditions

These Terms and Conditions are between The Vanguard Group for Leadership LLC ("VG") and the person who completes the relevant booking form ("You") for the VG Forum as described in the booking form ("Event").

Confirmation of bookings

1. All bookings are subject to availability and acceptance by VG, which will be confirmed in writing (including by e-mail) Confirmation is contingent on VG receiving the completed booking form, the related fee if required (the "**Fee**"), and anything else that VG may require.

2. Upon VG's written confirmation to You of its acceptance of your booking for a place at the Event there shall be a legally binding contract between VG and You to which these terms and conditions apply.

3. VG reserves the right to refuse to accept any booking in its absolute discretion.

Fees

4. Fees for the Event are correct at the time of publication. VG reserves the right to change the Fees at any time, but changes will not affect registrations which have already been confirmed by VG. The Fees (where required) are payable at the same time as You submit your booking form by credit card. You acknowledge that VG cannot guarantee places held on a provisional basis and that places may sell out.

5. The Fees include:

(i) For Forum delegates: one place at the Event, refreshments and appropriate meals, Forum materials, and complimentary membership in the Vanguard Network.

(ii) For Vanguard dinner delegates: one place at the dinner and cocktail reception, refreshments, dinner and Event materials, and complimentary membership in the Vanguard Network.

6. The Fees do not include travel to or from the Event or any accommodation costs incurred.

7. Delegates are required to pay relevant applicable taxes on the fees.

Changes, Cancellations and Postponements

8. While our agendas are correct at the time of going to press, in certain circumstances it may be necessary for VG to alter the content, format, venue or timing of an Event. All delegates will be notified of such changes prior to the Event.

9. If You cannot attend an Event for which You have registered, please contact VG as soon as possible (and in any event no later than 24 hours before the Event) at contact@vanguardgroup.nyc.

VG may at our absolute discretion allow You to send a substitute in your place (provided that VG has received the details of such substitute).

10. If You notify us that You wish to cancel your attendance at an Event for which a Fee is payable, then cancellation charges shall apply as follows (please note that refunds may take up to 14 working days), which You agree represent a genuine pre-estimate of the costs VG will incur as a result of cancellation:

Written Notice Received by Us:	Cancellation Fee
More than 30 Days Before the Event:	20%

30 Days and Less Before the Event: 100%

The refund will be distributed in the same form as the original payment was received (e.g. credit card payment will refund to same credit card account number).

11. VG may in exceptional circumstances need to postpone or cancel an Event, and we will notify You as soon as reasonably practicable of any such postponement or cancellation. If an Event is cancelled, or if an Event is postponed and You cannot attend the rearranged date, we will refund any Fees You have paid in advance within 8 weeks. You agree that VG's liability to You will be limited to the amount of the Fees You have paid and VG will not be liable to You for any expenditure, damage or loss incurred by You as a result of the cancellation or postponement.

12. VG reserves the right to cancel your attendance at the Event and retain any Fees received in respect of your proposed Event attendance if You (or any of the shareholders or directors of the legal entity which You represent) becomes the subject of damaging publicity or legal proceedings, in the sole judgement of VG.

Your attendance at the Event

13. Please advise us of any special access requirements at the time of making your booking.

14. VG reserves the right, without any liability, to refuse You admission or eject You from the Event for failure to comply with these Terms; or if in VG's opinion You represent a security risk, nuisance or annoyance to the running of the Event.

15. You acknowledge that the Event or part of it may be filmed by audio, visual, audiovisual or electronic means or photographed, including photographs of individuals or groups of delegates. You agree to permit VG, or any third party licensed by VG, to use and distribute such footage and photographs, which may feature images of You, in all or any media (including social media) whether now known or hereafter to be invented throughout the world in perpetuity for the purposes of advertising, publicity, reporting and otherwise in relation to the exploitation of such recordings and photographs. Please inform the photographer/videographer if You do not wish to be included in any individual or group photographs.

16. You are responsible for arranging your own appropriate insurance cover in connection with your attendance at the Event. To the maximum extent permitted by law, VG shall not be liable for any kind of loss or damage to You or your personal property.

17. Materials distributed by or on behalf of VG at an Event may not be reproduced without VG's permission.

VG Liability

18. Views expressed by speakers are their own and VG disclaims all liability for advice given or views expressed during an Event. Materials distributed at an Event are intended for information only and should not be relied upon.

19. To the maximum extent permitted by law, VG shall not be liable to You for any direct, indirect, economic or consequential loss or any loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings arising in connection with this Agreement, even if You have been advised of the possibility of such loss or damage.

Your details

20. By submitting registration details, You agree to allow VG to contact you as required for the organization and administration of the Event. As indicated in the registration material, you agree to 'opt in' to inclusion in the Vanguard directory including on the Vanguard Network, unless you indicate you wish to 'opt out.' The Vanguard directory will not disclose any personal contact information.

VG will comply with our <u>privacy policy</u> in respect of your registration details and other information we hold about you.

21. The names, job titles and organizations of all registered delegates will be placed on the delegate list for the Event. This list will be provided to sponsoring organizations and to all delegates via an online attendee directory, so that they can see who is at the Event for the purpose of networking and meetings. If You do not wish to be included on this list please email contact@vanguardgroup.nyc at the time of making your

booking. Delegates who register for the online attendee directory acknowledge and agree that they shall not, under any circumstances, use the delegate list for their own promotional and marketing purposes.

22. VG will only contact you for marketing purposes, and will only pass on your contact details to sponsors for marketing purposes, to the extent that you expressly consent to this (for example, by opting in during the registration process).

23. Information about VG and our privacy policy is available on www.thevanguardgroupforleadership.com.

Other

24. These terms contain the entire agreement between You and VG.

25. If any provision of these terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if the terms had been executed with the invalid, illegal or unenforceable provision omitted.

26. Any express or implied waiver to perform any obligations under these terms will not prevent the subsequent enforcement of them.

27. These terms shall be governed by New York State law and You hereby irrevocably submit to the exclusive jurisdiction of the New York State courts. Nothing in this clause shall limit VG's right to take proceedings against You in any other court of competent jurisdiction.

28. If You have any questions about these Terms & Conditions, please contact contact@vanguardgroup.nyc.

29. These terms and conditions are effective February 1, 2019 and apply to all bookings placed from that date until these terms and conditions are superseded by a new version.