

# Terms and Conditions

These Terms and Conditions, including the terms of Pluralsight's [Privacy Policy](#) (collectively, the "Agreement") govern your attendance at and participation in Pluralsight LIVE and as applicable, Pluralsight LIVE Executive Experience (collectively, the "Event"). By registering for the Event, you agree to the terms of this Agreement, which forms a binding legal contract between Pluralsight, LLC on behalf of itself and its related companies (collectively, "Pluralsight") and the registered attendee or participant ("you"). If you are registering on behalf of another individual, it is your responsibility to ensure the individual attending has reviewed this Agreement and accepts all terms contained herein.

## 1. Attendee Obligations and Requirements

- a. **Admittance.** Subject to section 1(b) of these Terms, your registration entitles you to admittance to those portions of the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and Pluralsight shall have no liability for such costs.
- b. **Proof of Vaccination or Negative Covid-19 Test.** If you are attending the Event in-person, to gain entry to Pluralsight LIVE, you must either present proof of full vaccination against Covid-19 or proof of a negative Covid-19 test that occurred within 72 hours of the start of the event.
  - i. **Vaccination:** You must be fully vaccinated, which means: 2 weeks after the second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine. (If you reside outside of the United States in a location that uses different vaccines, you may provide evidence of that full vaccination.) Proof of vaccination may be in physical or digital form and may be submitted ahead of the Event by emailing [jalissa-sutton@pluralsight.com](mailto:jalissa-sutton@pluralsight.com). Pluralsight will not use the proof of vaccination for any purpose other than admittance to the Event.
  - ii. **Negative Test:** If you are not vaccinated, you must obtain a negative PCR test that was administered within 72 hours of arriving at the event. Proof of negative test results may be in physical or digital form. Pluralsight will not use the negative test result for any purpose other than admittance to the Event.
- c. **Use of Likeness.** By attending the Event you understand that Pluralsight, anyone acting on behalf of Pluralsight, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review, or compensation, to record, film, photograph, capture, or otherwise use your, image, voice, likeness, or statements about the Event, and biographical information in any medium now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media for marketing purposes. Any sensitive

personally-identifiable information given while entering will be held confidential in accordance with Pluralsight's [Privacy Policy](#).

- d. **Event Content.** You acknowledge and agree that Pluralsight, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.
- e. **Attendee Badge Usage.** Where applicable, attendee badges must be worn at all times in Event areas. Badges will be scanned at various checkpoints throughout the Event venue, including at sponsor or vendor booths.
- f. **Visa Requirements.** It is the sole responsibility of the attendee to take care of any government visa requirements required to attend the Event. Attendees who require an entry visa should allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. Pluralsight will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa in advance of an Event does not constitute a valid basis for obtaining a refund.

## **2. Prohibited Conduct**

- a. **Limitations on Use.** By registering for the Event, you agree not to share, sell or trade your badge, or unique login credentials. If Pluralsight determines that you have violated this policy, Pluralsight may cancel your registration, report you to law enforcement authorities, and/or ban you from future Pluralsight events.
- b. **Disruptive Conduct.** You acknowledge and agree that Pluralsight reserves the right to confiscate your Event badge, remove you from the Event, and/or disable your access to the Event if Pluralsight, in its sole discretion, determines that your presence or behavior creates a disruption or hinders the Event or the enjoyment of the Event by other attendees.
- c. **Harassment.** All attendees, speakers, sponsors, and volunteers at our conference are required to agree and conform with the following code of conduct (the "Code"). Pluralsight will enforce this Code throughout the Event. We require cooperation from all participants to help ensure a safe environment for all in attendance. Harassment as referred to herein shall mean offensive verbal comments or nonverbal behavior related to gender, age, sexual orientation, disability, physical appearance, body size, race, and religion; sexual images in public spaces; deliberate intimidation, stalking, or following; harassing photography or recording; sustained disruption of talks or other events; inappropriate contact or touching; or unwelcome sexual attention. Participants asked to stop any harassing behavior are expected to comply immediately. If a participant engages in harassing behavior, Pluralsight may take any action it deems appropriate, including warning the offender or expulsion from the Event with no refund.

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of the Event staff immediately. Event staff can be found at the registration desk or, if applicable, via the Event platform. Event staff will be able to help participants contact hotel/venue

security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the Event. We value your attendance. We expect participants to follow these rules in all Event environments.

- d. Suitcasing. "Suitcasing" refers to the practice of attending a trade show but "working the aisles" from a suitcase or briefcase, or soliciting business from other attendees and exhibitors. For the good of the Event and the exhibitors supporting the Event, the only legitimate place to conduct business during the Event is within a contracted exhibit space. Exhibiting companies are encouraged to protect their investment and report any violations to Pluralsight management. Attendees observed soliciting business in the aisles or other public spaces, in another company's booth, or otherwise outside of the appropriate space, will be ejected from the Event and may be banned from future events in Pluralsight's sole discretion.
- e. Photography, Recording, Live Streaming, and Videotaping. Attendees may not record or broadcast audio or video of sessions at Pluralsight Events. Pluralsight allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.
- f. Unethical/Non-Compliant Marketing. Pluralsight reserves the right to deny admission to anyone who engages in or is reputed to engage in unethical business practices or fails to comply with the terms of any sponsorship agreement.
- g. In addition to the requirements and prohibitions set forth in this Section 2, Pluralsight may also exclude any prospective attendee from registering for or attending the Event, in Pluralsight's sole discretion. Furthermore, Pluralsight reserves the right to cancel, in its sole discretion, any attendee's registration upon refund of the admission fees paid to Pluralsight; provided, however, that if an attendee's registration is canceled for violating any prohibition or requirement set forth in this Agreement, Pluralsight may retain all fees paid.

### **3. Fees**

- a. Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason Pluralsight may refuse to admit you to the Event and shall have no liability whatsoever for any costs incurred by you relating to the Event, including but not limited to any travel-related costs.
- b. Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the registration fees.

### **4. Cancellation, Substitution, and Lost Badge or Login Policy**

- a. Cancellation of Registration. If you need to cancel, you must notify us via email at [pslive@executiveevents.com](mailto:pslive@executiveevents.com). The subject line must include the word "CANCELLATION."

- b. Substitution. Attendee changes or substitutions may be made to any attendee registration until the first day of the Event. Change and substitution requests must be sent to [pslive@executiveevents.com](mailto:pslive@executiveevents.com). The subject line of your email must include the phrase "CHANGE REQUEST." Substitutions or changes done after the Event has commenced will be subject to a \$200 USD administrative service charge. Once the event has started, your registration cannot be changed, substituted, or reissued to a different person.
- c. Lost Badge or Login Policy. If your badge is lost, a replacement will only be issued at the current onsite rate. If you are attending virtually and experience any difficulty logging-in, there will be support available via the platform or you can send questions to [pslive@pluralsight.com](mailto:pslive@pluralsight.com).

## **5. Registration Confirmation, Pluralsight Updates, and eSocial Networking Platform**

- a. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email folder in case any of your Pluralsight email(s) are caught by spam filters.
- b. You will receive essential information for registered attendees electronically at the email address and mailing address that was provided on your registration form.
- c. If you provide your Twitter handle as part of the registration process, you will also receive Event specific communication via Twitter. However, not all information will be made available via Twitter.
- d. If you would like to opt-out of any of these communications, please let us know. Please be aware that this opt-out is a general opt-out and you may not receive important announcements or updates related to the Event. Pluralsight will only send Event specific announcements and updates to the email address you provide and will not use that email address for other marketing activities without your consent.

## **6. Privacy Policy and Opt Out**

- a. Pluralsight owns and operates the Event and is committed to protecting the privacy of its attendees. Subject to section 6(b) below and section 1(b) above, Pluralsight does not rent, share, or sell your contact information or other personal information to any third parties. Pluralsight's Privacy Policy is available at: <https://www.pluralsight.com/privacy>.
- b. By registering for this Event, you acknowledge that your contact information provided at registration (first name, last name, email, employer, title, country or state of residence, and phone number) will be shared with third parties for the purpose of facilitating the Event. By choosing to opt-in during Event registration, you agree to share your contact information with third-parties who attend the Event as a vendor ("Vendor") whether virtual or otherwise. You may opt out of sharing your contact information with these Vendors at any time by sending an email to [pslive@executiveevents.com](mailto:pslive@executiveevents.com). The subject line must include the phrase "OPT OUT."

## **7. Intellectual Property**

- a. All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event and recordings of the Event are owned by Pluralsight or the Event sponsors or speakers presenting at the Event. You may not use, reproduce, distribute, or allow anyone to use or reproduce or distribute any trademarks or other trade names appearing at the Event, in any Event content, or in any materials distributed at or in connection with the Event for any reason without the prior written permission of Pluralsight or the applicable Event sponsors or speakers presenting at the Event.
- b. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Pluralsight or the Event sponsors or speakers presenting at the Event; nor does this Agreement grant to you any right or license to any other intellectual property rights of Pluralsight, or the Event sponsors or speakers presenting at the Event, all of which shall at all times remain the exclusive property of Pluralsight or the Event sponsors or speakers presenting at the Event as applicable.

## **8. Disclaimer of Warranties, Limitation of Liability**

- a. Pluralsight gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an "as-is" basis. Pluralsight does not accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.
- b. Except as required by law, Pluralsight shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.
- c. The maximum aggregate liability of Pluralsight for any claim in any way connected with, or arising from, the Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Pluralsight under this Agreement.

## **9. Miscellaneous**

- a. Pluralsight's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- b. Pluralsight shall not be liable for any failure or delay in performing its obligations hereunder where such failure or delay results from any cause beyond Pluralsight's reasonable control.
- c. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so

that this Agreement shall otherwise remain in full force and effect and enforceable.

- d. This Agreement is not assignable, transferable, or sub-licensable by you except with Pluralsight's prior written consent.
- e. This Agreement shall be governed by the laws of the State of Utah and the parties shall submit to the exclusive jurisdiction of the Utah courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.
- f. The parties agree that this Agreement and the Release and Waiver of Liability Agreement signed by attendee in conjunction with the Event are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- g. All modifications to this Agreement must be in a writing and signed by both parties, except as otherwise provided herein.
- h. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Pluralsight in any respect whatsoever.