

TICKET PURCHASE AND EVENT PARTICIPATION TERMS OF USE

Please read this document carefully. It is a legally-binding contract which affects your rights, and contains limitations of liability, exclusions of warranties, and choice of law/forum clauses that affect where and how you can initiate lawsuits.

By clicking “accept” you agree to the Terms.

C2 International Inc. (the “**Company**”) produces the event entitled “**Movin’On Summit**” on behalf Le Fonds de dotation “Movin’On Sustainable Mobility Fund” (the “**MOSMF**”) and for which Manufacture Française des Pneumatiques Michelin, acting for and on behalf of the subsidiaries of la Compagnie Générale des Établissements Michelin, une société en commandite par action (“(collectively, “**Michelin**”),”) is a founding partner and related activities, programs and events (collectively, the “**Event**”). These Ticket Purchase and Event Participation Terms of Use (“Terms”) set out the relationship between you and the Company.

These Terms apply to two categories of people: Purchasers and Participants.

- A “**Purchaser**” is a person or organization that has purchased or that plans to purchase one or more tickets for the Event. It also includes someone who is provided with tickets as a gift or incentive. If you are a Purchaser, then your purchase is governed by Part 1 and Part 3 of these Terms.
- You are also considered a Purchaser if you have the ability to register someone as a Participant, either because you have been delegated this ability by a Purchaser or by the Company or otherwise.
- A “**Participant**” is someone who attends or that plans to attend the Event. If you are a Participant, then your attendance at the Event is governed by Part 2 and Part 3 of these Terms.

PART 1: PURCHASER TERMS

For all provisions listed in Part 1, the word “**Terms**” refers only to the provisions contained in Part 1 and the relevant provisions of Part 3. For purposes of the Terms, any party who participates to the Event and any party you are registering for participation in the Event is referred to as a “**Participant**”, and the person or entity who carries out and pays for the registration is hereinafter referred to as “**you**” or a “**Purchaser**”; if you are registering Participants on behalf of an organization, then that organization is the Purchaser.

Separate Participant Terms (see Part 2, below) apply to any Participant’s registration, attendance, participation, enrollment, and/or application for involvement in the Event, including, without limitation, each Participant’s purchase and/or possession of any Event

entry credentials whether physical or digital, such as badges (the “**Badges**”), tickets, passes, and others (collectively, the “**Credentials**”).

1. **Eligibility to be a Purchaser or Participant.** The Event is intended for a professional audience only. Participants may only attend the Event if they do so in a professional capacity (whether business/commercial, government, academic, or otherwise). The Event is not intended for consumer audiences. By agreeing to these Terms as a Purchaser, you represent and warrant that you are doing so in a professional capacity. By registering a Participant, you represent and warrant that they will attend the Event in their professional, capacity, rather than any consumer or household capacity. Participants must be 18 years or older to take part in the Event. Participants must agree to the Participant Terms and Conditions, including the Participant Code of Conduct, and Movin’On’s Privacy Policy in order to attend the Event.
2. **Authority to Bind Organization.** If you are purchasing Credentials on behalf of your employer or any other organization, you represent and warrant that you have authority to bind your employer or that organization to these Terms, and that your organization will be considered the Purchaser. If you lack this authority, you may not validly purchase any Credentials and must cease all attempts to do so.
3. **Sole Source of Credentials.** The Company and its authorized agents and representatives are the sole creators, sellers and distributors of Credentials. Any Credential not created by and legally acquired from the Company or its authorized agents or representatives is fraudulent and invalid, and subject to confiscation.
4. **Refund & Revocation Policy.** All Credentials are subject to the following Refund and Revocation Policy. The Company will not be responsible for any penalty, fee, loss, or expense that might result from the application of its refund and revocation policy.
 - a. The Company does not issue refunds under any circumstances. Any and all payments made to the Company are not refundable for any reason, including, but not limited to, failure to use Credentials due to illness, acts of God, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases.
 - b. Credentials may be revoked if Participant or Purchaser violates these Terms, the Participant Terms, the Participant Code of Conduct, or applicable laws and regulations. The Company will not issue refunds for Credentials that have been revoked.
 - c. Unused Credentials have no monetary value and cannot be credited to future years or events. The Company will not issue refunds or credits due to failure to redeem a discount coupon during the registration process. Discounted prices are based on the date payment is received in the Company office.

- d. Lost or stolen Credentials will not be replaced. In the event Credentials are lost or stolen, new Credentials will need to be purchased at full price for a Participant's continued access to the Event, including, without limitation, showcases, parties and conference content. Purchaser acknowledges and agrees to notify Company as soon as possible upon discovering loss of the Credentials and Participant shall be liable for all transactions, losses, expenses and other costs (including without limitation reasonable attorney's fees) until such time as the Participant notices the Company in writing of the loss of the credentials.
- e. Use of a Credential by anyone other than the authorized individual will result in revocation of the Credential without a refund.

5. **Name Changes.** Before 2019-05-28, the Company will change the name on the Event Credentials for a processing fee of \$200 in Canadian dollars per Credential. Name changes will not be made after a Credential has been issued.

6. **Participant's Use of Credentials.** Credentials are issued to, can be picked up by, and can be used by only the Participant named in the registration. Credentials are non-transferable after they have been picked up. For security reasons, and to allow entry into the Event, each Participant must wear their Credential as follows: badges must be on the Company-issued lanyard around Participant's neck while participating in Events. No other laminates may be worn on the Company lanyard for the badge to be valid. If a Credential is not worn correctly by a Participant, the Company reserves the right to deny that Participant's entry into the Event.

7. **Participants Access Right to the Event.** Subject, *inter alia*, to the Participant Terms and Participant Code of Conduct, Credentials allow the Participant entry to specific defined sections and/or activities of the Event, but cannot guarantee admission to every section and/or activity of the Event. Event admission is subject, *inter alia*, to venue capacity and age restrictions in compliance with federal, provincial and local laws and regulations. Age restrictions and capacity are specific to each space within the Event venue. The spaces within the Event venue may each have their own restrictions limiting entry including with regard to certain food, beverages, or other items such as chairs.

8. **No Circumvention or Tampering with Credentials.** Tampering with any Credentials, including, without limitation, stretching, tearing, cutting, taping, opening, disassembling, etc.) is not permitted. If tampering is evident, the applicable Credential will be invalidated and confiscated and Participant will not be allowed entry to any/all venues of the Event where the Credential is required.

9. **Participant Code of Conduct.** Event Participants agree to abide by the Company's Code of Conduct. The Company reserves the right, without refund, to revoke the Credentials of Participants whose conduct violates the Code of Conduct. Purchasers are responsible for informing Participants about the Code of Conduct and ensuring that their Participants abide by the Participant Code of Conduct.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY, MOSMF, THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, VOLUNTEERS, PARTNERS (INCLUDING BUT NOT LIMITED TO MICHELIN), SPONSORS, ADVERTISERS, LICENSORS, OR SUPPLIERS BE LIABLE TO ANY PURCHASER, PARTICIPANT OR ANY RELATED PARTY FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THE PURCHASE OF CREDENTIALS, A PARTICIPANT'S ATTENDANCE OR NON-ATTENDANCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, BODILY INJURY, OR DAMAGES CAUSED BY OTHER PARTICIPANTS, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE).
11. **DISCLAIMER OF WARRANTIES.** THE BADGE, CREDENTIALS, EVENT, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS, WHERE IS" AND AT THE USER'S RISKS AND PERILS, WITHOUT WARRANTY, CONDITION, OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY, CONDITION, OR REPRESENTATION OF TITLE, AVAILABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR MOSMF MAKE ANY WARRANTY THAT (i) BADGE, CREDENTIALS, EVENT, AND RELATED GOODS AND SERVICES WILL MEET YOUR REQUIREMENTS; (ii) BADGE, CREDENTIALS, EVENT AND RELATED GOODS AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ALWAYS AVAILABLE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM ATTENDANCE AT THE EVENT WILL BE COST-EFFECTIVE, ACCURATE, OR RELIABLE.
12. **Indemnification.** Each Purchaser agrees to indemnify, defend, and hold each of the Company, MOSMF, and their respective employees, volunteers, officers, directors, agents, licensees, partners (including but not limited to Michelin), advertisers, and sponsors harmless from and against any and all claims, demands and all other liabilities, including, but not limited to, costs and attorneys' fees, made by any third party arising out of or related to any of Purchaser's Participant's attendance at the Event, use of the Badge or Credentials, or any violation of the Terms or Participant Code of Conduct, or your misuse of the Event platform, including failure to comply with clauses 14-15.
13. **Termination and Survival.** Company may terminate these Terms for any of the reasons given above for revocation of a Participant's Badge and/or Credentials. Additionally, Company may terminate these Terms if Purchaser violates any material provision of these Terms, or if one of Purchaser's Participants violates the

Participant Terms and Conditions, including any non-trivial violation of the Participant Code of Conduct. Clauses 1-4, 7-13, and all clauses in Part 3 survive termination of these Terms, regardless of the reason therefor.

14. **Communications Embedded in Invitations.** The Event platform allows you to include a personalized message along with your invitations. You must include only relevant, true and respectful material in your message. You may not include any material that is false, disrespectful, defamatory, obscene, hateful, illegal, or which constitutes a commercial electronic message (spam). Without prejudice to its other options, the Company may revoke your access to the platform or terminate your account or both for violation of this clause.
15. **Communications and Invitations on Behalf of Others.** A Purchaser's account may be configured in a way that allows another person to send communications or invitations to the Event on behalf of another person associated with the Purchaser's account. In such cases, the message will appear to come from that other person. Purchaser assumes all risks and consequences associated with the use or misuse of such a configuration, including any errors in the recipient of the invitations sent, any failure to send invitations, and any inappropriate communications that violate clause 15.
16. **Multiple Access Users.** A Purchaser and its affiliates may have multiple accounts. Those accounts can be configured so that a single person have access to more than one account. Purchaser assumes all risks and consequences associated with this configuration and the actions or inactions of the user(s) with multiple account access, including any errors or omissions by those users.

PART 2: PARTICIPANT TERMS

For all provisions listed in Part 2, the word "**Terms**" refers only to the provisions contained in Part 2 and the relevant provisions of Part 3. Any party who participates to the Event "**Participant**". The Terms apply to any Participant's registration, attendance, participation, enrollment, and/or application for involvement in the Event, including, without limitation, each Participant's purchase and/or possession of any Event entry credentials whether physical or digital, such as badges (the "**Badges**"), tickets, stickers, passes, and others (collectively, the "**Credentials**").

17. **Eligibility.** The Event is intended for a professional audience only. You may only attend the Event if you do so in a professional capacity (whether business/commercial, government, academic, or otherwise). The Event is not intended for consumer audiences. By agreeing to these Terms and by attending the Event, you represent and warrant that you do so in your professional capacity, rather than any consumer or household capacity. Participants must be 18 years or older to take part in the Event.

18. **Authority to Bind Organization.** If you are attending the Event on behalf of your employer or another organization, you represent and warrant that you have authority to bind your employer or that organization to these Terms.
19. **Display of Badges Mandatory.** You must display your Badge at all times, and Company reserves the right to check the Badge of any Participant at any time. Failure to display your Badge may result in your exclusion or expulsion from the Event.
20. **No Circumvention or Tampering with Credentials.** You agree that you will not decompile, attempt to discover the source code of, or otherwise reverse engineer the software or hardware of the Credentials. Furthermore, you agree not to disassemble the Credentials or bend, puncture, break, take apart, or otherwise affect the integrity of the Credentials. If your Badge includes any stickers, you may not remove these stickers or cover them up or add new stickers (including stickers transferred from someone else's Badge).
21. **Lost or Damaged Badges.** Lost, stolen, or damaged Credentials will not be replaced. In the event Credentials are lost or stolen, new Credentials will need to be purchased at full price for a Participant to have continued access to the Event. Participant acknowledges and agrees to notify Company as soon as possible upon discovering loss of the Credentials and Participant shall be liable for all transactions, losses, expenses and other costs (including without limitation reasonable attorney's fees) until such time as the Participant notices the Company in writing of the loss of the credentials.
22. **Transfer of Badges or Credentials Prohibited.** You must only use your own Badge and Credentials, and you must not give or lend your Badge or Credentials to any other person, whether or not this person is part of your organization. Use of a Badge or Credential by anyone other than the originally-authorized individual will result in revocation of the Badge or Credential without a refund.
23. **Access to the Event.** Subject to clause 21 and 22, your Badge provides you with access to the Event, but cannot guarantee admission to every section and/or activity of the Event. Your access to the Event is conditional on your compliance with, *inter alia*, these Terms, the Participant Code of Conduct, and all applicable laws and regulations. Event admission is subject to venue capacity and age restrictions in compliance with, *inter alia*, federal, provincial and local laws and regulations. Age restrictions and capacity are specific to each space within the Event venue. The spaces within the Event venue may each have their own restrictions limiting entry with certain food, beverages, or other items such as chairs
24. **Exclusion from Events.** You may be excluded or expelled from the Event if you lose your Badge or refuse to display it, if the Event or any particular venue has reached capacity (under the applicable fire code or otherwise), if you violate the

Participant Code of Conduct, or as Company in its discretion judges necessary to maintain security, efficiency, and an agreeable environment for attendees.

25. **Participant Code of Conduct.** Event Participants agree to abide by the Participant Code of Conduct for the Event at all times while attending the Event and to obey directions from Company staff, including security staff. The Company reserves the right, without refund, to revoke the Credentials of Participants whose conduct violates the Code of Conduct or the other applicable rules.
26. **Image Release and Waiver.** You agree that the Company, for itself and on behalf of MOSMF, may capture and/or broadcast and/or transmit on any media anywhere in the Universe any audio, visual, or video recordings of Participants at the Event. You agree that these recordings may be used by the Company, MOSMF and their respective affiliates, licensees, partners, (including without limitation Michelin), sponsors, and agents worldwide, in perpetuity, and without payment of royalties for any purpose, including promotional purposes. By attending the Event you agree to be filmed, photographed and recorded. By giving a statement or reaction to Company or media personnel, you agree that this statement may be captured, broadcast, transmitted on any media anywhere in the Universe, or otherwise used in accordance with this clause. To the extent necessary, you waive any right to image, likeness, name, personality, or publicity in order to give effect to this clause.
27. **Intellectual Property; Restrictions on Photography, Sound and Video Recording of Event and Event Speakers .**
 - a. All constructions, installations, assets, content and intellectual property of any kind shown by, broadcast by or on behalf of, or otherwise displayed during, the Event (whether physical or digital and on any support or media) are the property of their respective owner and in no event does the participation in the Event grant the Participant any right thereto.
 - b. Photography, sound and video recording of, and the use, reproduction, posting (social media and other), exchange, broadcasting and/or other capture of, any portion of (a) the Event, (b) any speaker, seminar, conference, and other activity during the Event (each one a “Performance” and, collectively, the “Performances”) and (c) any asset or installation of the Event (the “Event Assets”) by any means and with any equipment or technology:
 - i. By accredited members of the media (each one an “Accredited Media Member”) are governed by the Company’s Event Media Terms and Conditions.
 - ii. By authorized representatives of an Event partner, sponsor or supplier (each one an “Authorized Representative”) are governed by the relevant written agreement between the Company and such partner, sponsor or supplier and, in the absence of such written

agreement terms, the partner, sponsor or supplier shall obtain the Company's prior written consent.

iii. By any Participant (other than an Accredited Media Member and an Authorized Representative) (each one an "Individual Participant") is authorized under the following conditions and limitations:

1. An Individual Participant may take personal photos or videos at the Event. Such photos and videos (A) may only be taken with a regular smartphone and not with specialized or professional-level equipment; (B) may not be used, reproduced, broadcast, posted (social media and other), exchanged, and/or otherwise captured for any commercial or other purpose; (C) must be accompanied by, or otherwise be labelled with, a mention to the effect that it was taken during the Event and must refer to the Movin'On trademark; (D) must not be used, directly or indirectly, in a defamatory, degrading or otherwise damaging manner; (E) must otherwise respect all applicable intellectual property laws and regulations.

- c. Certain Performances may be subject to additional terms and conditions or restrictions.
- d. Any violation of this section may result, at the Company's sole discretion, in (i) obligation for the Participant to delete the photograph or audio/video recording, (ii) the confiscation of the Participant's device(s) or equipment in order to ensure deletion and/or (iii) the exclusion and/or expulsion of the Participant from the Event.

28. **RFID.** An RFID chip is embedded into each Badge, which can be read by scanners placed in various places within the Event venue or used by the Event staff. The Company scans Credentials at the time of entry, including at various control points on the Event venue site, and reserves the right to scan your Badge at any time. Because of the RFID chip, the Badge can be the only laminate worn on your lanyard. Other laminates must be worn on a separate lanyard.

29. **Badge Payment Tools.** You may choose to attach your credit card information to the RFID chip in order to use your Badge as a means of payment at the Event. If you choose to do so, you are responsible for any damage that might occur from the loss or theft of your Badge, either physically or via cyberattack.

30. **Bluetooth.** Your Badge may have embedded Bluetooth technology. This is used on side for accreditation, access control, gamification, and other purposes described in our Privacy Policy. The Bluetooth functionality of the Badge is battery powered. When the battery's internal light stops flashing, this means that the battery exhausted and you should have the battery replaced by Company staff.

31. **Wifi Access.** Wireless Internet may be provided at the Event. If it is provided, then it is subject to the Company's right to manage traffic on the network, including the right to restrict or prohibit certain types of activity, or to remove users who abuse their Wifi access or endanger the network. Any network provided at the Event will be a public network, and so all Participants must take appropriate security measures.
32. **Lost and Found Items.** The Company is not responsible for loss or damage to any items which Participants may bring to the Event. Lost and Found will be located at Registration during the Event. Participants can drop off found items at the Registration Help Desks during the Event. Participants can also email a description of the item and the location it was lost/found to info@c2.biz. After ninety (90) days following the Event, unclaimed lost and found items may be disposed of at the Company's discretion.
33. **Third Party Services.** The Company relies on certain third-party service providers in order to present and deliver the Event, including but not limited to various technological services related to Badges and Credentials. Participants may be required to agree to third-party terms and conditions in order to access those services. Participant shall agree to those third-party terms and conditions, failing which Participant (i) may be unable to activate or use Credentials or the Badge, resulting in exclusion from the Event as described above, and/or (ii) may be unable to participate or restricted in their participation in any portion or activity of the Event and/or (iii) may be unable to obtain the full advantages and benefits conferred by participation in the Event. Participant agrees that Company is not responsible for any act or omission of third-party service providers, and if such act or omission causes damage to Participant or Participant's organization, then Participant's or Participant's organization's only recourse is against the third-party service provider, pursuant to the contractual relationship between Participant and the third-party service provider.
34. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY OR MOMSF, THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, VOLUNTEERS, PARTNERS(INCLUDING MICHELIN), SPONSORS, ADVERTISERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU, YOUR EMPLOYER/ORGANIZATION OR ANY RELATED PARTY FOR ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH YOUR ATTENDANCE OR NON-ATTENDANCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, BODILY INJURY, OR DAMAGES CAUSED BY OTHER PARTICIPANTS, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

35. **DISCLAIMER OF WARRANTIES.** THE BADGE, CREDENTIALS, EVENT, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED “AS IS, WHERE IS” AND AT THE USER’S RISKS AND PERILS, WITHOUT WARRANTY, CONDITION, OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY, CONDITION, OR REPRESENTATION OF TITLE, AVAILABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT (i) BADGE, CREDENTIALS, EVENT, AND RELATED GOODS AND SERVICES WILL MEET YOUR REQUIREMENTS; (ii) BADGE, CREDENTIALS, EVENT AND RELATED GOODS AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ALWAYS AVAILABLE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM ATTENDANCE AT THE EVENT WILL BE COST-EFFECTIVE, ACCURATE, OR RELIABLE.
36. **Exclusion of Certain Codal Articles.** For greater certainty, the parties agree that the following articles of the Civil Code of Quebec are hereby excluded: 1468, 1469, 1473, 2125.
37. **Indemnification.** Participant agrees to indemnify, defend, and hold the Company, MOMSF, and their respective employees, volunteers, officers, directors, agents, licensees, partners (including Michelin), advertisers, and sponsors harmless from and against any and all claims, demands and all other liabilities, including, but not limited to, costs and attorneys’ fees, made by any third party arising out of or in related to the Participant’s attendance at the Event, use of the Badge or Credentials, or any violation of these Terms or the Code of Conduct.
38. **Termination and Survival.** Company may terminate these Terms for, *inter alia*, any of the reasons given above for revocation of a Participant’s Badge and/or Credentials. Additionally, Company may terminate these Terms if Participant violates any material provision of these Terms, including any non-trivial violation of the Participant Code of Conduct. Clauses 14, 23-24, 30-35, and all clauses in Part 3 survive termination of these Terms regardless of the reason therefor.

PART 3: GENERAL

In this Part 3, the word “Terms” refers to the entire contract between the Company and a given Purchaser and/or Participant (as the case may be), which may include Parts 1 and 3, Parts 2 and 3, or all of Parts 1, 2, and 3.

39. **Waiver, Exceptions, and Forbearance.** The Company may forbear or delay to enforce its rights under these Terms without thereby waiving those rights. It may also in its sole discretion apply an exception to the strict application of these Terms to a given case. Notwithstanding that an exception is applied to one Purchaser or Participant in a certain case, this does not create any right for a different Purchaser

or Participant to benefit from the same exception, nor any right for that same Purchaser or Participant to benefit from the same exception a second time.

40. Force Majeure. Company is not liable for any failure or delay in the performance of its obligations (including Participant's inability to attend the Event) under these Terms or any related contract to the extent that this failure or delay or inability to attend the Event results from:

- a. Acts of God, fire, explosion, flood, blizzard, ice storm, earthquake, epidemic, collapse or damage to buildings, or other natural disaster.
- b. Nuclear, chemical or biological contamination.
- c. Riot, crime (including cybercrime), strikes (legal or illegal, third-party or otherwise), terrorism, or threat of any of the foregoing.
- d. War, civil war, embargo, sanctions.
- e. Power outage, water outage, telecommunications or network failure, or any other utility failure.
- f. Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or travel prohibition, injunction (mandatory or prohibitive), or the failure to grant a necessary licence, visa, or consent (whether to Participant, Company, or otherwise).
- g. Any other circumstance beyond Company's reasonable control.

41. Privacy. The Company takes your privacy seriously. Details about how the Company collects, uses, and retains personal information can be found in the Movin'On Summit privacy policy.

42. Account Creation and Use. Both Purchasers and Participants may be given the option and/or required to set up an account on the Company's information technology systems as part of their purchase or participation. Any user login or password for this account is personal to the specific Purchaser or Participant and must not be shared with anyone. You are responsible for all activity, authorized or unauthorized, which is transacted through your account prior to your written notification to the Company of any unauthorized access or use of your account. If you believe that your account has been compromised, you must notify Company immediately.

43. Assignment. Your rights under these Terms are personal and unassignable, as are any rights, claims, or *créances* arising out of these Terms or their enforcement.

44. **Intellectual Property.** You hereby acknowledge and agree that MOVIN'ON is a registered trademarks of Michelin and used under licence by the Company.
45. **Applicable Law.** These Terms are governed by the law of Québec. The *UN Convention on Contracts for the International Sale of Goods* is totally excluded.
46. **Choice of Forum.** Any dispute arising from or related to these Terms or the Participant's attendance or non-attendance at the Event shall be submitted the exclusive jurisdiction of the Courts of Quebec sitting in the judicial district of Montreal.
47. **Third Party Beneficiaries.** The following parties are third-party beneficiaries of the limitations of liability, disclaimers of warranty, and indemnity provisions contained in these Terms: the Company's employees, volunteers, officers, directors, agents, licensees, partners, advertisers, and sponsors. For greater certainty, this includes Michelin and MOSMF.
48. **Entire Agreement; Precedence.** Part 1 of these Terms are the sole and complete agreement between Purchaser and Company regarding the purchase of Credentials for the Event, and/or between Participant and Company regarding Participant's attendance at the Event. They replace all prior, contemporaneous, or collateral agreements, contracts, understandings, representations, and warranties (if any). Purchasers and Participant may also agree to the terms and conditions of third-party service providers, in which case this clause does not apply to those third-party contracts. In the event of a conflict between these Terms and any other contract between Purchase/Participant and Company, including third-party service provider contracts, these Terms prevail to the extent of such conflict. In the event of a conflict between Part 1 and Part 2 of these Terms, Part 2 prevails to the extent of such conflict.
49. **Language.** The parties have expressly required that the present contract and associated documents be drawn up in the English language. Les parties ont expressément stipulé que le présent contrat et les documents connexes soient rédigés en langue anglaise.