

# WORKDAY EVENT ATTENDEE TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE STANDARD ATTENDEE TERMS AND CONDITIONS ASSOCIATED WITH ATTENDING A WORKDAY HOSTED EVENT (“**EVENT**”). EACH SPECIFIC EVENT WILL HAVE A REGISTRATION PORTAL OR INVITATION THAT WILL ALSO SPECIFY THE SPECIFIC TERMS THAT WILL APPLY TO THAT EVENT.

THIS DOCUMENT IS STRUCTURED TO SET OUT THE COMMON TERMS THAT APPLY TO ALL EVENTS FOLLOWED BY TERMS THAT WILL APPLY TO CATEGORIES OF EVENTS. THE TERMS HEREIN INCLUDING THOSE APPLICABLE TO THE TYPE OF EVENT YOU ARE ATTENDING, TOGETHER WITH WITH ANY EVENT SPECIFIC TERMS FOUND ON THE EVENT PORTAL OR INVITATION WILL GOVERN YOUR REGISTRATION AND PARTICIPATION IN THE EVENT.

BY CLICKING THE "I ACCEPT" OR "SUBMIT" BUTTON DURING THE REGISTRATION PROCESS, OR BY ATTENDING OR PARTICIPATING IN THE EVENT IN ANY CAPACITY, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL THE PROVISIONS HEREIN. YOU MUST NOT SELECT THE "I ACCEPT" OR "SUBMIT" BUTTON, OR ATTEND OR PARTICIPATE IN THE EVENT IN ANY CAPACITY IF YOU DO NOT AGREE TO THESE TERMS. AS USED HEREIN, "YOU" AND "YOUR" MEANS THE INDIVIDUAL REGISTERING FOR OR PARTICIPATING IN THE EVENT, AND THE COMPANY OR OTHER LEGAL ENTITY BY WHICH YOU ARE EMPLOYED OR FOR WHICH YOU ARE ACCEPTING THESE TERMS. THE "**EFFECTIVE DATE**" OF THESE TERMS SHALL BE THE DATE THAT YOU CLICK "I ACCEPT" OR "SUBMIT." THESE TERMS ARE BETWEEN YOU AND WORKDAY, INC. AND ITS AFFILIATES, SUBSIDIARIES, AGENTS AND SERVICE PROVIDERS ("**WORKDAY**").

## Common terms.

### 1. Registration.

Event registration is subject to availability and may be restricted to invited guests or specific eligibility criteria as defined on the Event registration site. Certain "Executive Events" are strictly invite-only and invitations are non-transferable. While some Events are open to the public, Workday reserves the right to reject, cancel, or terminate your registration at any time in its sole discretion. All Event passes are valid only for the specific Event and calendar year for which they were issued.

### 2. Code of conduct.

Workday is committed to providing a safe environment that is inclusive and free of harassment, intimidation, bias, and unlawful discrimination of any kind.

Disruptions are strictly prohibited. We aim to create an atmosphere of respect, enjoyment, and safety for all participants. Any behavior that causes unnecessary disruption, including excessive noise, unruly conduct, unauthorized entry, or obstruction of Event proceedings, will not be tolerated. We expect attendees to engage in a positive and respectful manner, ensuring a seamless experience for everyone involved.

#### Expected Behavior

- Be friendly and considerate.
- Be respectful. Not everyone will agree all the time, but disagreement is no excuse for poor behavior and poor manners.

- Be careful in the words that you choose, and conduct yourself professionally, including any social activities, and in completing any surveys or providing any feedback.
- Be kind to others. Do not insult or put down others.

#### Unacceptable Behavior

- Conduct that could reasonably be considered inappropriate in a professional setting.
- Trolling, insulting, and derogatory comments and personal or political attacks, including in the completion of any surveys or feedback forms.
- Harassment and other exclusionary behaviors are not acceptable.

Unacceptable behavior will not be tolerated. Workday reserves the right, without prior notice, to take any action it deems appropriate, up to and including expulsion from the Event without warning.

If you are the subject of or witness to any violations of this Code of Conduct, you may contact Workday Safety and Security at +1-925-701-4444 or email [safety@workday.com](mailto:safety@workday.com) with details of the violation.

### **3. Security.**

Workday is committed to providing a safe and secure environment. Specifically for in-person Events, Workday requires you to:

- Have your bags and property with you at all times. Unattended property may be subject to search and/or removal from the premises.
- Comply with all fire, safety, and health regulations that Event organizers, venue representatives, and state or municipal authorities require. Attendees who violate such rules and/or behave in an unsafe or careless manner while attending the Event may be asked to leave immediately and will be held responsible for their actions.

Please note that no persons under 18 years of age will be permitted at the Event, including in breakout sessions, keynotes, or any other Event venues.

Workday reserves the right, without prior notice, to take any security measures it deems appropriate for the safety of attendees. Workday also reserves the right to change these procedures without prior notice and has sole discretion in denying entry to anyone.

Should you need assistance or see something concerning, please call Workday Safety and Security at +1-925-701-4444 or email [safety@workday.com](mailto:safety@workday.com).

### **4. Accessible event.**

We strive to deliver a fully inclusive, accessible conference for all individuals, including those with disabilities. Doing so not only benefits individuals with visible disabilities, it also helps to ensure that all participants, including individuals with non-apparent disabilities and/or chronic health conditions and people of all ages and body types, are able to fully engage. Additionally, be respectful of those with allergies and environmental sensitivities.

### **5. Photography release.**

By registering, attending, and participating in the Event, you grant Workday the right to record, film, photograph, or capture your image and voice at the Event in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant includes but is

not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

## 6. Assumption of risk.

Your attendance at and participation in the Event is completely voluntary. You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event and waive any claims against Workday relating to such risks. Workday does not guarantee admittance to any specific event, session, or keynote and reserves the right to refuse admittance to any event, session, or keynote to any attendee at its sole discretion. Unless specified otherwise, attendees at all events, sessions, and keynotes are seated on a first-come, first-served basis.

## 7. Personal information.

Workday will handle and protect the information gathered from you during registration, attendance and participation at the Event in accordance with these Terms and Workday's Privacy Statement located at <https://www.workday.com/en-us/privacy.html>. In addition, Workday will make the following uses of your personal information:

By registering for the Event, we may disclose your company name and separately, your professional title, with selected Sponsoring Partners in order to improve the Event.

By scanning your Badge with a Sponsoring Partner present at the Event, you hereby direct Workday to share your Registration Information with that Sponsoring Partner. Any Sponsoring Partner's use of your registration information will be subject to that partner's own privacy policy.

If we receive a request from your employer or organization, we may provide them with a list of all Event attendees registered from their organization, which may include your Registration Information.

We also use the country, state, and city information you provide in your Registration Information to calculate carbon offset amounts for the Event.

You agree that Workday may use your email address to send Event updates and survey evaluations. Workday may also use your email address to send marketing-related messages, such as invitations to future Workday events (if applicable based on your registration).

Workday will use and aggregate your Registration Information and session attendance information from this event and future events you attend to provide more relevant information to you in line with your communications choices, to improve this and future events and to improve Workday's products and services.

With your consent, Workday will use your biometric information in accordance with the Facial Authentication section of these Terms above.

## 8. Workday or third party technology.

Following registration, you may download an optional mobile app or access special web application(s) and/or features to access information about the Event, your registration information, or to improve your Event experience ("**Technology**"). Workday will share your Registration Information as well as your Event schedule with the providers of the Technology to improve your Event experience and to facilitate networking between you and other Event attendees. Your use of any Technology is optional, and Workday does not warrant its performance.

## 9. Third party links.

The Technology or other Event materials may contain links to third party sites (“**Third Party Sites**”). Such links are provided solely as a convenience. Workday is not responsible for any Third Party Sites or content provided therein. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to you in connection with any content of Third Party Sites. Third Party Sites are governed by the applicable terms of use or privacy policy posted on those sites or provided to you by that third party.

## 10. Force majeure.

You acknowledge and understand that the venue, times, or dates of the Event may change or need to be rescheduled due to events beyond Workday’s reasonable control, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, pandemic or other health-related emergency or other similar event (collectively, “**Force Majeure**”). Workday will attempt to notify you of any such changes as far in advance as reasonably possible. Workday will not be held liable for any costs or expenses incurred by you as a result of such Force Majeure event(s).

## 11. Workday changes, cancelation of event (other than due to force majeure).

Notwithstanding the above, Workday reserves the right to reschedule the dates and/or venue for the Event for any reason. Workday will notify you via your registration email of any such changes as far in advance as reasonably possible.

Workday may cancel the Event for any reason. Workday will notify you via your registration email of cancelation as far in advance as reasonably possible. Workday will refund any paid registration fee via the method originally paid by you.

Workday will not be held liable for any other costs or expenses incurred by you as a result of changes or cancelation.

## 12. Governing law and jurisdiction, and venue.

These Terms and any disputes arising out of or related hereto shall be governed exclusively by the laws of the State of California and controlling United States federal law, without regard to their conflicts of law rules or the United Nations Convention on the International Sale of Goods. The federal courts of the United States in the Northern District of California and the state courts of the State of California located in Alameda County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums.

## 13. Disclaimer of warranties, limitation of liability.

Workday gives no warranties for any aspect of the Event, Event materials and, to the extent legally permissible, 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. Workday 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. Except as required by law, Workday shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event. The maximum aggregate liability of Workday for any claim in any way connected with, or arising from, the Event, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Workday.

## 14. Entire agreement.

These Terms constitute the entire agreement between the parties in relation to the registration of and attendance and participation in the Event and related pre-Event activities and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning this subject matter.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any Master Subscription Agreement or any other agreement between Workday or an affiliate thereof and you or your company. To the extent that these Terms are translated, such translation is provided solely for convenience, and the English version of these Terms shall govern any disputes arising here from.

## Terms by event category.

### 1. Customer, partner or other conferences.

The following terms apply to Events, whether attended in person or via a digital experience, that may include customers, partners, prospective customers, analysts, specially invited guests, and other external attendees (“**Conference**”). These Events may include keynotes, breakout sessions, networking opportunities, sponsored exhibits, and video-on-demand access.

- a. **Fees, payment and cancellations.** If your event requires payment or a registration fee, the following terms govern the fees, payment deadlines, and cancellation policies that apply to your registration.
  - **Event fees and rates.** All Event registration fees (“**Fees**”) and applicable deadlines (including “Early Bird” or other promotional periods) are published on the Event website and in the Event Specific Terms. Fees are subject to change without notice. You agree to pay the Fees in full at the time of registration or by the date specified in the Event Specific Terms.
  - **Special invited rates.** From time to time, Workday may offer special invited rates or personalized registration offers. These offers are for the exclusive use of the intended recipient and are non-transferable. Workday reserves the right to verify your eligibility for any special rate; if you are found to be ineligible, Workday may, in its sole discretion, cancel your registration without a refund or charge you the difference for a standard-rate pass.
  - **Cancellations and substitutions.** All requests for cancellations or substitutions must be submitted in writing as described in the Event Specific Terms. Requests not received in writing will not be honored.
  - **Fees and deadlines:** Cancellations and substitutions are strictly subject to the specific dates and administrative fees outlined in the Event Specific Terms.
  - **No refunds for no-shows.** No refunds will be granted for “no-shows” (individuals who register but do not attend the Event).
  - **Order forms.** Passes purchased via an official Order Form are non-refundable and any unused passes will be forfeited at the conclusion of the Event.
  - **Hotel reservations.** Canceling or changing your Event registration does not automatically cancel or change your hotel reservation. You are solely responsible for following the cancellation instructions specified in the Event Specific Terms.

Workday is not responsible for any damages or costs (direct or indirect) resulting from cancelled registrations, hotel penalties, or impermissible substitutions.

- **Capacity.** Registration is subject to venue and platform capacity. Neither a registration code nor a special invited rate guarantees entry once the Event has reached maximum capacity.
- b. **Badges.** If your Event requires badges or offers badges as a condition of attendance, the following terms apply. Event badges ("**Badge(s)**") are required for admittance to the Event venue. During the Event, you may pick up your Badge by showing a government-issued picture ID at the Event check-in area.
- **Lead retrieval and sponsor sharing.** You acknowledge and agree that if you allow a Sponsoring Partner to scan your badge during the Event, Workday will share your first and last name, professional title, company name, business email address, and country (together, "**Registration Information**") with that Sponsoring Partner.
  - **Visibility and security.** All attendees are required to wear their badges visibly and prominently throughout the duration of the event. This includes entering and exiting event venues, attending sessions, networking breaks, and any associated activities unless otherwise directed by official event communications. Badges should be worn on the upper body, preferably above the waistline, where they are clearly visible to others. Badges should be worn with the side that has the attendees' name facing outwards.
  - **Transferability.** Badges are non-transferable, may not be shared with any individual, and must be worn by the person who matches the name on the badge. Each participant must wear their own badge, as it serves as proof of registration and access privileges.
  - **Verification.** Attendees must cooperate with event staff and security personnel if requested to present their badge for verification. This helps maintain the integrity of the event and ensures a secure environment for everyone.
  - **Replacement fees.** Attendees are responsible for the safe keeping of their event badge. Lost or damaged badges should be reported immediately to the event staff located at the registration and/or information desk. Replacement fees may be incurred at the registered attendees expense. It is strictly prohibited to alter or modify your badge including your assigned lanyard. Badge holders are responsible for ensuring that their badge is not worn by anyone other than themselves.
- c. **Facial authentication.** If your Event is held in the United States and offers facial authentication technology for express check-in, the following terms apply. Facial authentication is not available at events outside the United States.

Workday offers the use of facial authentication technology services from Workday's third-party service provider to accelerate your in-person conference check-in ("**Express Badge Pickup**"). During registration, you may opt into the program and upload an image of your face that can be used to identify you. You understand and agree that by uploading your picture, you consent to Workday's possession, use, storage, disposal, and transmission of your image and likeness as necessary to operate, secure, and maintain the program as it now operates and as it operates in the future, and consistent with the terms of the [Workday Privacy Statement](#). Workday will use your image and biometric data to compare your facial image to the image you upload, only as necessary to operate, maintain, and secure the program. Your biometric information will be deleted promptly following the completion of the Event. Workday will only use your biometric data with your consent and will not "sell" or "share" your biometric information as those terms are defined by California law. You may opt-out of the program at any time via the settings of your profile under My Event in the Event registration website.

- d. **Presentation materials.** At the Event, you may receive access to Workday and third party

licensed content ("Presentation Materials"). Workday provides no warranty whatsoever regarding the Presentation Materials. You may use the Presentation Materials solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, or posting on intranet/internet) is expressly forbidden.

- e. **Digital experience.** Certain Conferences may offer a digital experience, including live streaming of sessions or access to on-demand content via Workday event websites and related online services (the "**Digital Experience**"). Your participation in any Digital Experience is part of the Conference and these Terms, including the Fees, payment and cancellation provisions above, apply to such participation unless expressly stated otherwise in the Event Specific Terms. You are solely responsible for obtaining and maintaining the equipment, software, telecommunications, and internet connectivity required to access the Digital Experience, and for any associated charges. The quality and availability of streaming content may vary based on factors such as your location, device, and network connection, and Workday makes no representation or warranty regarding uninterrupted access or the quality of any streamed or on-demand content.

When using the Digital Experience, you must not interfere with or disrupt the operation or security of any Workday site or service, including by overloading infrastructure, attempting to gain unauthorized access, or using automated tools to scrape, data mine, or systematically download content. You may not reproduce, modify, distribute, or exploit any Digital Experience content for commercial purposes.

Workday may monitor and manage the Digital Experience and may modify, suspend, or discontinue access to all or part of the Digital Experience at any time. You are responsible for maintaining the confidentiality of any account credentials used to access the Digital Experience, and Workday is not liable for any loss or damage arising from your failure to do so. Certain provisions of these Terms, including those regarding intellectual property, liability, and governing law, will survive the termination or expiration of your access to the Digital Experience.

## 2. Hospitality packages.

The following terms apply to exclusive, invitation-only executive Events ("**Hospitality Package**"). These events are limited in size and attendee scope, and invitations are non-transferable. The terms below outline the unique requirements and conditions that apply.

- a. **Cancellations.** If you are no longer able to attend, please email your cancellation notice to the Event email address specified in the Event Specific Terms. Please provide as much notice as possible if you need to cancel so that we can avoid any penalties in bookings and offer an opportunity to participate in the Event to another.
- b. **Compliance with gifts and entertainment policies.** If your organization has guidelines or policies regarding gifts and entertainment, you are responsible for abiding by those guidelines and policies. Workday upholds our core value of Integrity, and as such, if accepting the Hospitality Package for the Event does not comply with your organization's guidelines or policies, you are asked not to register.
- c. **Anti-corruption/bribery certification.** You certify that you are not an officer or employee, or a person who acts in an official capacity for or on behalf of, a federal, state, or local government department, agency, or instrumentality.