

 **ATLASSIAN**  
**SUMMIT 2019**  
April 9-11 · Las Vegas

## Terms & Conditions

In registering for Atlassian Summit (the "Event") as a participant or attendee ("Attendee" or "you"), you agree to the following terms and conditions (collectively, the "Agreement") with Atlassian Pty Ltd (together with its affiliates, "Atlassian"). If you are completing this registration on behalf of another individual, you warrant that you have made that Attendee aware of this Agreement and that he or she has accepted these terms and conditions in writing.

1. Registration. Attendees can register for the Event through the Atlassian Summit 2019 website located at <https://www.atlassian.com/company/events/summit> ("Registration Site") or on-site at the Event. Registration badges must be worn by Attendees at all times during the Event. Access to the Event will not be granted to you without proper credentials. If you lose, misplace, or forget your name badge, Atlassian may charge a replacement fee for the creation of a new registration badge. Once the new registration badge is released to you, the lost badge will become invalid. The Event is not directed at individuals under 18 years of age. In addition, any Attendees under the age of 21 will not be allowed to attend the Bash or Welcome Reception portions of the Event, even if accompanied by an adult.

2. Payment. Full payment of Event registration fees by Attendees is required to gain access to the Event. Payment for registration is due in full upon registration. Except as provided in this Agreement or on the Registration Site, all amounts paid are non-refundable, non-cancelable, and non-creditable. Event registration fees may only be used for Atlassian Summit 2019 registration and may not be applied towards the purchase of other products, services or events. Atlassian reserves the right to, at its sole discretion, change or waive registration fees and/or to change or cancel any discount offer associated with registration; provided that such changes will only apply to you if made before your payment of Event registration fees. Attendees are responsible for all travel and expenses related to the Event (e.g., airfare and hotel) (collectively, "Attendee Expenses"); Event registration fees do not include such travel and/or expenses.

3. Cancellation. In the event of cancellation for any reason, Atlassian will not be responsible to you for Attendee Expenses or other associated costs. If Atlassian cancels the Event, Atlassian will refund your paid registration fee within 90 days of cancelling the Event. Except as otherwise provided on the Registration Site, cancellation requests by you are non-refundable.

4. Transfers or Substitutions. Your registration badge and right to attend the Event is non-transferrable, non-assignable, non-sublicensable and personal to you. However, if you are unable to attend an Event, transfer requests may be honored at Atlassian's sole discretion and subject to an additional transaction fee.

5. Event Code of Conduct. By registering for and participating in the Event, you agree to comply with all fire, safety, and health regulations of the local, city, state, hotel(s), and convention center(s) where the Event is held. You must also comply with all applicable federal, state, local laws and ordinances, as well as any Atlassian policies and procedures as set forth in this Agreement, on the Registration Site, or as may otherwise be provided to you by Atlassian. Attendees in violation of such rules or who behave in an unsafe or careless manner while attending the Event may be asked to leave and may be barred from returning without refund of the Attendee's registration fee.

6. Personal Release. Photography and audio or video recording may occur at the Event by or on behalf of Atlassian. You agree that Atlassian may use or share any such photographs or recordings containing your image, voice, or likeness, if captured, in connection with any advertising or promotional content, program or material for the Event, Atlassian, or for any other lawful purpose, including posting on public websites. However, Atlassian is not obligated to use your image, voice, name or likeness, or exercise any of its rights granted herein.

7. Photography, Recording or Use of Event Information by Attendees. Photography, audio recordings, and video recordings by Attendees are not permitted without the prior written consent of Atlassian. All information learned or observed by you in relation to the Event, including but not limited to keynote speeches, session presentations, and names or company names of other Attendees ("Event Information"), is for your personal use or for internal business purposes only. You may not publish, distribute, sell, or otherwise make available any Event Information without receiving prior written consent from Atlassian.

8. Information You Provide Is Not Confidential; Feedback. You understand and agree that Atlassian develops its own products and services and works with many other vendors and developers, and either Atlassian or these third parties could in the future develop (or already have developed) products similar to yours, including those you may disclose during the Event. You should not provide any information that you consider confidential during the Event and you agree that Atlassian is not subject to any confidentiality obligations or use restrictions related to information that you may provide in connection with the Event. You expressly agree that neither this registration for the Event nor your attendance at the Event limits Atlassian's right to develop or have developed for it products, concepts, systems or techniques that are similar to or compete with any plugins, products, concepts, systems or techniques contemplated by or embodied in information you disclose at the Event. For clarity, however, this paragraph, in itself, does not grant Atlassian any license under your intellectual property rights. You acknowledge that Atlassian shall be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you

provide regarding the Atlassian products or services, including completion of any evaluation forms, polls, or surveys provided to you by Atlassian ("Feedback") and that no payment, royalty or other consideration whatsoever shall be due to you in connection with such Feedback.

9. Event Programs and Capacity. Atlassian reserves the right to modify the Event program and schedule, which is published as an indication only. Atlassian does not guarantee and reserves the right to refuse, at its sole discretion, admittance to any specific event, session, or keynote. Unless specified otherwise, all events, keynotes and sessions are seated on a first-come first-served basis and Atlassian will have no liability to Attendees who are unable to attend a full session.

10. Disclaimer of Warranties. Atlassian makes no warranties of any kind in respect of any aspect of the Event, Event Information, 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, Event Information, and related materials are provided on an "as-is" basis. Atlassian does not accept any responsibility or liability for reliance by you or any Attendee on any aspect of the Event or any information provided at the Event.

11. Personal Information and Privacy. Atlassian may use all data or information provided by you in connection with the Event in accordance with Atlassian's Privacy Policy. However, Atlassian works with third party sponsors to underwrite a portion of the costs associated with hosting the Event and, with your consent, Atlassian may provide these sponsors with your company name, job title, and country for business development and marketing purposes, such as meeting you and your teammates at the Event and providing you with information about their products, services, features, offers, promotions, and events. Atlassian may also work with third party event partners, such as app developers to offer a mobile event app and Atlassian may provide these event partners your name and email in order to confirm you are an Event attendee. Note that during the Event you will have the option of having your badge scanned by Atlassian's third party sponsors, if you elect to have your badge scanned then you agree that your name, email, company name, title country and other contact information you provide us may be shared with that third party sponsor for business development and marketing purposes. Attendees are not required to have their badge scanned at the Event by any third party sponsor, if you do not wish to share the above information, please inform the third party sponsor that you do not want your badge scanned.

12. Indemnification. You agree to defend, indemnify, and hold harmless Atlassian and the Event venue and their respective employees, officers, directors, and agents from and against all third-party claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or in connection with your conduct at the Event.

13. Limitation of Liability. To the extent permitted by applicable law: (i) Atlassian will not be liable to you for any indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event, Event Information, or other aspect related thereto or in connection with this Agreement; and (ii) the aggregate liability of Atlassian for any direct claim in any way connected with, or arising from, the Event, Event Information, or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), will be limited to the amount paid by you to Atlassian under this Agreement.

14. Governing Law; Venue. This Agreement is governed by the laws of the State of California, without reference to conflict of laws principles. You hereby consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California for any suit or action arising from or related to this Agreement and you waive any right to object to the venue of such courts.

15. General. Atlassian's failure to exercise any right shall not be deemed a waiver of any further rights. Atlassian will not be liable for any failure to perform its obligations where such failure results from any cause beyond Atlassian's reasonable control. If any provision herein is, for any reason, held to be invalid or unenforceable, the other provisions will remain unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement constitutes the entire agreement between Atlassian and you in relation to the Event and supersedes all prior and contemporaneous terms, agreements, proposals, or representations, whether written or oral, with respect to the subject matter herein. No part of this Agreement will be superseded or governed by any agreement between Atlassian and you relating to the use of Atlassian's products or services. Any mention of future functionality during the Event is intended to outline Atlassian's general product direction and is for informational purposes only. Any such mention should not be considered a commitment by Atlassian to deliver any material, code, or functionality, and should not be relied upon by you in making purchasing decisions. The development, release, and timing of any features or functionality remains at the sole discretion of Atlassian.