

ENGAGE!

CONNECTING LUXURY EVENT INDUSTRY LEADERS

EST  2008

Participant Terms and Conditions

Revised and Updated as of February 22, 2021

The following terms and conditions, together with our Code of Conduct and Anti-Harassment Policy (the “Code of Conduct”), and any notices contained or referenced herein or therein (collectively, the “Terms”), govern your attendance and/or participation in an Engage! event (each, an “Event”). Please read this document in its entirety before you proceed with your registration for an Event. By registering for an Event, you are agreeing to be bound by the Terms, which form a legal contract between you and Engaging Concepts, Inc., a Florida corporation (hereinafter referred to as “Company”, “we,” “us,” or “our.” If you do not agree to the Terms, it is your choice not to register for or participate in an Event.

TERMS OF PARTICIPATION

1. You must be 21 years or older to participate in an Event.
2. You must have a confirmed registration to attend an Event.
3. Your registration entitles you only to admittance to an Event. Any and all other costs associated with your attendance (including, but not limited to, travel and accommodation expenses) shall be your responsibility.

CANCELLATION AND REFUNDS

Once paid, all registration fees are non-refundable. If you register for an Event and are unable to attend for any reason, you may transfer your registration to another individual for the same Event by providing written notice to Company.

Notwithstanding the foregoing, if you register for an Event and are unable to attend due to Covid-19 travel restrictions (a) preventing you from physically traveling to the Event, or (b) requiring you to quarantine for any period of time upon arrival in the state or country where the Event is taking place, you must provide written notice to Company. In such event, if the Event is sold out, Company will offer your registration to individuals on the waitlist. If Company is unable to fill your registration with someone on the waitlist, the cost of your registration for the particular Event will be credited towards your registration at a future Event within two (2) years of the original Event.

If you have registered for an Event and Company decides that such Event cannot be held due to Covid-19 restrictions or guidelines, the cost of your registration for such Event will be credited towards your registration at a future Event within two (2) years of the original Event.

TERMINATION

We are committed to creating a safe, inclusive and harassment-free Event experience for everyone. We reserve the right to terminate, withdraw or deny access to an Event at any time and at our sole discretion without notice pursuant to the terms of the Code of Conduct.

PHOTOGRAPHY AND RECORDING

By registering for and attending an Event, you acknowledge that during any Event sessions or activities, you may be photographed or filmed. We reserve the right to use images and recordings of any Event participant captured at an Event in our marketing and promotional materials. You waive any right to approval, payment, royalties or any other consideration for the use of the images or video recordings wherein your likeness appears.

CODE OF CONDUCT

Your attendance and/or participation in an Event is also subject to our Code of Conduct. By registering for an Event, you're also acknowledging and agreeing to the terms of the Code of Conduct.

WARRANTIES AND LIMITATION OF LIABILITY

We will do our best to provide you with an excellent and positive experience at an Event, but we do not warrant or guarantee that any particular results will come from your attendance at an Event. Individual experiences will vary.

1. We give no warranties in respect of any aspect of an Event or any materials related thereto or offered at an Event, and, to the fullest extent possible under the laws governing the Terms, disclaim all implied warranties, including, but not limited to, warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. We do not accept any responsibility or liability for reliance by you or any person on any aspect of an Event and/or any information provided at an Event.
2. In no event shall Company or its officers, directors, employees, partners, contractors, affiliates, licensors, successors or assigns have any liability to you for any direct, indirect, special, incidental, multiple, exemplary, punitive, or consequential damages, or for lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, either in contract, tort or under any other theory of liability, whether or not the possibility of such damage has been advised to you, from the Event or other aspect related thereto or in connection with this Agreement.
3. In no event shall Company's maximum liability hereunder exceed the registration fees paid by you to Company to attend an Event, whether in contract, tort or under any other theory of liability.
4. Furthermore, we are not responsible for any of the actions or conduct of other attendees or participants of an Event.
5. Program specifics, speakers and topics are subject to change without notice.
6. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION (HOLD HARMLESS)

You agree to indemnify and hold harmless Company and its officers, employees, managers, directors, partners, members, agents, contractors, shareholders, affiliates, licensors, successors and assigns from and against any and all costs, claims, losses, damages, liabilities, expenses, fees, demands, and judgments, including court costs and attorney's fees, which may arise out of your attendance at and participation in an Event, including but not limited to property damage and personal injuries, whether or not foreseeable.

CHANGES AND UPDATES

We reserve the right to make changes and update the Terms from time to time.

GOVERNING LAW AND JURISDICTION

The Terms and any disputes or claims arising therefrom, related thereto, or arising from or related to your attendance at an Event are governed by Florida law. You expressly agree to be subject to the jurisdiction of the state and federal courts located in Orange County County, Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

CONTACT INFORMATION

We welcome your questions, comments or concerns regarding the Terms. To convey any of the foregoing to us, you can contact Rebecca Grinnals/Kathryn Arce at engage@engagingconcepts.com, PO Box 470236, Celebration FL 34747.