

Celosphere 2023 Attendee Terms and Conditions

THE FOLLOWING ATTENDEE TERMS AND CONDITIONS ("TERMS") GOVERN YOUR REGISTRATION AND PARTICIPATION IN THE CELONIS EVENT FOR WHICH YOU ARE REGISTERING (THE "EVENT"). BY CHECKING THE "YES" BUTTON DURING THE STEP OF THE REGISTRATION PROCESS IN WHICH YOU ARE ASKED TO AGREE TO EVENT TERMS AND CONDITIONS, OR BY ATTENDING OR PARTICIPATING IN THE EVENT IN ANY CAPACITY, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL THE PROVISIONS HEREIN. YOU MUST NOT SELECT THE "YES" 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 "YES." THESE TERMS ARE BETWEEN YOU AND CELONIS DEUTSCHLAND GMBH AND ITS AFFILIATES, SUBSIDIARIES, AGENTS AND SERVICE PROVIDERS (COLLECTIVELY, "CELONIS").

Registration Policy:

The registration fees for the Event represent the cost of a single pass per person. You may transfer the pass to another colleague within the same company by 11:59 PM CET on Monday, 10th November 2023 by writing an email to info@celosphere.com specifying the full name and the job title of the new attendee or using the self-edit function provided by Swoogo, Celonis' event registration and management platform provider (You can access this function through the "Modify Registration" link in Your registration confirmation email) Please note that the registration form data (including the session registration data) will be transferred from the previous attendee to the new attendee.

Ticket Availability:

The registration for the Event may close earlier than posted deadlines as Event registration is subject to availability.

Method of Payment:

The registration fees can be paid for by credit card (Mastercard, Visa, or American Express), and You will receive your ticket immediately via email. The registration fees can also be paid by invoice, in which case You will receive an email confirmation after registering, but your ticket will not be issued until the invoice has been paid. Instructions to pay the invoice will be provided in your registration confirmation email. Upon receipt of payment, Celonis will issue You your ticket via email.

VAT Information:

All tickets to the Event are subject to German VAT. An invoice including 19% VAT will be issued after

successful registration.

Cancellation Policy:

You may request to have Your registration canceled by submitting a written request no later than 11:59 PM CET on Monday, 31st October 2022. Cancellation requests must be emailed to info@celosphere.com and specify the ticket number and the full name of the ticket owner. Requests for cancellations not received in writing as described herein will not be honored.

Our cancellation policy allows for full or partial refunds by the dates specified below:

- Until 15th September, 2023: full refund of ticket cost
- Until 15th October, 2023: 50% refund of ticket cost
- After 15th October: no refund

Please consider that instead of canceling, You can transfer the ticket to someone else as described in the "Registration policy" section above.

In case We cancel the Event or specific tickets then, as a sole and remedy, You will receive a full refund of Your paid registration fees, except if such cancellation has been caused by Your breach of these Terms.

Event Program:

The Event agenda published on the registration website is provided for informational purposes only and is subject to change without notice. Celonis does not guarantee the attendance of any exhibitor or speaker, or that any scheduled event will take place, particularly in the event of any natural or public disaster, insufficient participation or

sponsorship, government regulation or shutdown, necessary venue construction, labor controversy, civil disturbance, acts or threats of terrorism, armed conflict or similar reasons beyond its reasonable control. Celonis will not be liable and no reimbursement will be made in the event of a cancellation or modification of times, dates, sessions or events.

Session Enrollment:

Prior to the Event, all registrants will receive instructions to enroll in sessions. Session enrollment is first-come, first-serve and some sessions may fill up due to popular demand.

Event Management:

You may be required to present identification and pick up a badge at the Event check-in area before entering the Event. If badges are required for admittance, they must be worn and visible at all times while You are at the Event and during any activity associated with the Event. Badges may not be shared or exchanged with any person. If You misplace your badge and need it to be reprinted, this may result in fees up to the full price of a ticket.

Security and Property:

Celonis reserves the right to take any security measures that it deems necessary, and without prior notice, to increase the safety of attendees and exhibitors. You should not leave bags or other property unattended. Unattended property may be removed from the Event venue, and Celonis will not be responsible for any loss or damage of any kind relating to such removal. Celonis is not liable for lost, damaged, or stolen property, including items checked at the Cloakroom. Event management staff may conduct security checks at any time during the Event, including, but not limited to, inspections or scans of any attendee's or exhibitor's person and/or their clothing, bags, containers and other items. Firearms, explosives and other weapons and hazardous materials that could be used to cause injury to another attendee are strictly prohibited at the Event venue and related activities. Celonis retains sole discretion to deny entry to the Event to anyone for any reason.

Health and Safety Protocols:

Celonis will comply with all World Health Organization or Center for Disease Control and Prevention guidelines, as appropriate, in addition to national and local guidelines to ensure a safe, controlled environment for everyone. As an attendee, You expressly agree to fully comply with applicable COVID-19 health and safety measures and protocols

for attendance at the Event. Attendees are expected to respect the protocols that have been put in place for the Event and act responsibly.

Minimum Age:

You must be at least 21 years of age to attend the Event except as agreed in writing by Celonis.

Event Conduct:

Celonis reserves the right to refuse admission to, or to eject, any person whose conduct is disorderly, disruptive, harassing, vulgar, obscene, indecent, defamatory, hateful or otherwise offensive (including conduct consisting of disparaging statements or opinions regarding race, gender or ethnic background) or who fails to follow any of Celonis' other rules or directions, as determined by Celonis in its sole discretion.

Personal information and recordings:

Celonis will process Your personal information collected during registration in line with the [Celonis' Privacy Notice](#).

You consent to the use of your registration information for sending you updates and surveys related to the Event. Your registration information may be shared with third-party service providers to facilitate your registration process. These third parties may have their own privacy policies governing the processing of your personal information.

As part of the registration process, you will have the choice to grant consent for your personal information to be shared with Celonis' partners who are event's sponsors. If you provide consent, you authorize Celonis to share your personal information with these partners. You also agree to receive communications from these partners in accordance with their privacy notices and/or policies.

If you participate in a live event, you will receive a badge that might contain tags to track your engagement in sessions and other Event-related activities. By allowing a Celonis employee or partner to scan your badge during the Event, you authorize Celonis to share your personal information with that specific party. You also agree to receive communications from that party in accordance with its privacy notice and/or policy.

You acknowledge and agree that the Event is a public event, that Your appearance and actions inside and outside the venue where the Event occurs are of public nature. By attending the Event, You give Your consent to Celonis and its agents to photograph and record the Event and activities related to the

Event in visual and audio media. You hereby irrevocably agree and consent that Celonis has the right to record, transcribe, modify, perform, reproduce, display, distribute and transmit in any form and for any purpose Your name, company name, voice, picture, photograph, portrait and other reproductions of Your likeness (collectively, Your "Image") at the Event in connection with any advertising or promotional content and materials, and for any other lawful purpose including by posting on public websites without any compensation to You. However, Celonis is not obligated to make any use of Your Image, or exercise any of the rights granted to it. You also agree that Your Image may appear in photos of the Event that are made available to You, other attendees of the Event, and the public, and Celonis may retain and distribute those photos.

Assumption of Risk and Release of Liability:

You understand that participation in the Event is voluntary and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. You hereby agree to indemnify, release and hold harmless Celonis, its officers, directors, employees, vendors, partners, agents and contractors (collectively, "Releasees") from any and all alleged and/or actual liability, claims, actions, lawsuits, damages and losses of any kind, including attorneys fees, which arise out of or result from Your attendance at and participation in the Event and ancillary activities, including but not limited to property damage and personal injuries, illness, death or other physical loss, whether or not foreseeable.

The limitations and exclusions in this section shall not, with respect to any Releasee, apply to willful misconduct, fraud or fraudulent misrepresentation, gross negligence and personal injury or death caused by negligence, attributable to such Releasee.

Final Provisions:

These Terms and all claims arising hereunder will be governed by and construed in accordance with the laws of the State of New York if the Event is scheduled to occur within the USA, Canada or Mexico, or the laws of England and Wales if the Event is scheduled to occur in any other country, excluding the conflict of laws principles of the forum country. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. Any judicial action with respect to the Event or these Terms shall be filed exclusively in the federal or state courts located in the County of New York, New York if the Event is scheduled to occur in the

USA, Canada or Mexico, or in London, England if the Event is scheduled to occur any other country. You hereby irrevocably waive any and all claims and defenses You might otherwise have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense.

If any provision of these Terms is for any reason found to be unenforceable, the remainder of these Terms will continue in full force and effect to the fullest extent permitted by law.

These Terms and their incorporated documents, together with Your registration for the Event, constitute the complete and exclusive understanding and agreement of the parties and supersede all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any purchase order, purchasing terms, general terms of business or other document issued by You is for administrative convenience only and shall not be binding on Celonis.

Any amendments or additions to these Terms must be made in writing and executed by duly authorized representatives of both parties. Notwithstanding the foregoing, Celonis reserves the right to change the policies set forth in these Terms without prior notice.

Should parts of these Terms be or become invalid, this shall not affect the validity of the remaining provisions of these Terms, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision