

VIRTUAL POC2020 TERMS & CONDITIONS

1. Terms of Reference

For the purposes of the terms and conditions herein, the term:

“**Organiser**” refers to Bursa Malaysia Derivatives Berhad.

“**Virtual Conference**” refers to Virtual POC2020 which will be held virtually on 27 and 28 October 2020 and which shall include the information desk, conference, exhibition, networking and any other event organised in conjunction with the Virtual POC2020.

“**Platform**” refers to the operating system environment on which the Virtual Conference is held on.

“**Participants**” refers to delegates, sponsors, exhibitors and supporters.

2. Registration for Virtual Conference

Delegates shall register for the Virtual Conference at www.pocmalaysia.com. Registration procedure is deemed complete only when all necessary details are submitted for online registration and a confirmation e-mail is received from the Organiser.

By registering for the Virtual Conference, Participants agree not to sell, trade, transfer, or share their complimentary access link and/or code, unless prior written consent is obtained from the Organiser.

3. Cancellation/Postponement of the Virtual Conference

If, for any reason, the Virtual Conference, or any part thereof, is prevented from being held, the Organiser may cancel or postpone the Virtual Conference. The Organiser shall not be responsible for delays, damages, losses, increased costs, or other unfavourable conditions arising from any cancellation or postponement of the Virtual Conference and the Participants waive claims for damages against the Organiser arising therefrom.

5. Changes to Virtual Conference

The Organiser, in its sole discretion reserves the right to change any and all aspects of the Virtual Conference, including but not limited to, the Virtual Conference name, themes, content, speakers, programme, moderators, platform and time, should circumstances so require.

6. Participation and Behaviour at Virtual Conference

Participants are expected to conduct themselves professionally at all times throughout the Virtual Conference. Any obscene, profane, abusive, discriminatory, defamatory or threatening language and/or behaviour directed to the Organiser or any Participant will not be tolerated. The Organiser reserves the right to at its absolute discretion, refuse admission or remove any Participant from the Virtual Conference including for violation of the aforementioned policy or for behaving in a manner that is disruptive to the Virtual Conference or any other Participant.

7. Networking

- a) Participants may connect with other Participants through various online messaging systems in the Platform (“Online Messaging System”).
- b) The Organiser may refuse entry or remove a Participant for abuse of the use of the Online Messaging System, including but not limited to spamming, sending or attempting to send bulk messages and/or sending or publishing information that is deemed inappropriate by the Organiser.
- c) The Online Messaging System that is offered through the Platform for Participants to connect is a closed, private service. Contact details such as email addresses and phone numbers that are shared between Participants will not be revealed to other Participants.

8. Breach of Terms and Conditions

In cases where Participants fail to observe and perform any of the terms and conditions herein, the Organiser reserves the right to refuse performance of all its obligations herein towards the Participants. In addition, the Participants shall indemnify the Organiser for all losses and damages resulting from such failure in observing or performing the terms and conditions herein.

9. Disclaimer and Exclusion of Liability

The Organiser, its sub-contractors, agent and/or employees have the right to immediately alter or cancel the Virtual Conference or any arrangements, timetables, plans or other items relating directly or indirectly to the Virtual Conference. The Participants shall not be entitled to any compensation for damages that result from such alteration or cancellation.

Neither the Organiser nor its sub-contractors, agent and/or employees shall at any time be liable for any loss, damage or injury whatsoever, howsoever suffered by any of the Participants or any loss or damage to property of any Participant arising from or in connection with his/her participation in the Virtual Conference.

The Virtual Conference is delivered via the Internet and accordingly, may be subject to limitations, delays and other problems or issues inherent in the use of the internet and electronic communications. The Organiser does not represent or warrant that the use of the Platform will be secure, uninterrupted or error free. The Organiser shall not be liable for any delays, delivery failures, viruses, hacker intrusions or any other damage.

10. Force Majeure

The Organiser shall not be liable for any delay or failure to perform its obligations under the terms and conditions herein due to circumstances beyond the control and without the fault or negligence of the Organiser including war (declared or undeclared), natural disaster, acts of God, fire, blockades, earthquakes, acts of terrorism and matters beyond the Organiser's reasonable control.

11. Interpretation, Governing Law and Jurisdiction

Interpretation of the terms and conditions herein lies solely with the Organiser. The terms and conditions herein shall be governed by and construed according to Malaysian law. The Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

12. Successors in Title and Lawful Assigns

The terms and conditions herein shall be binding upon the parties, its successors in title and lawful assigns.

13. Intellectual Property Rights

All intellectual property rights in all trademarks, logos relating to the Virtual Conference and to the Organiser and materials produced and/or distributed by the Organiser in connection with this Virtual Conference is expressly reserved, and any unauthorised use, duplication, publication and distribution is strictly prohibited.

15. Photographs and Recording

By submitting the registration form for the Virtual Conference, Participants agree and grant to the Organiser the right to photograph, record (video and/or audio), live stream or film the Participants during the Virtual Conference. The Organiser shall own the intellectual property rights to the photographs and recordings captured during the Virtual Conference and may use the said photographs and recordings for educational and/or marketing purposes.

16. Promotional Materials

By registering for and/or participating in the Virtual Conference, the Participant indicates his/her consent to receiving marketing messages from the Organiser and its business partners unless the Participant has informed the Organiser in writing that the Participant does not wish to receive marketing messages from the Organiser.