



# EMEA Event Registration Policy

Registration for and participation in the SWIFT EMEA Events are subject to this Registration Policy. By submitting your registration for a SWIFT EMEA Event, you will be considered to have agreed to this Event Registration Policy.

## Interpretation

Unless inconsistent with the context or otherwise specified:

“Event” in this Agreement means the conference, seminar, exhibition, forum or any event organised by or for SWIFT which you are registering for.

“Company” or “You” refer to the entity or person who submitted the registration form.

‘SWIFT’ means S.W.I.F.T. SCRL (a limited liability cooperative company under Belgian law, with its registered office at Avenue Adèle 1, 1310 La Hulpe, Belgium) and all its subsidiaries and branches.

## Registration Eligibility

The Event is exclusively open to representatives from SWIFT Users (that is, SWIFT shareholders, sub-members and other eligible SWIFT users), representatives from exhibiting companies and other persons invited or approved by SWIFT.

The individuals participating in an Event are hereinafter referred to as 'participants' or 'delegates'.

## Registration Procedure

Participants are strongly encouraged to register online before the event via the official registration website. All online registrations must be made in advance via the official event registration website only. Subject to capacity availability, on-site registration may be authorised, however a higher registration fee may apply. SWIFT reserves the right to accept or reject any registration request at its sole discretion or as required by applicable law (e.g. sanctions).

SWIFT automatically acknowledges receipt of registrations. As a principle, registrations are processed on a first-come, first-served basis. Once capacity is reached, any further registrations are put on a waiting list.

SWIFT reviews registrations with a view to ensure appropriate representation from the targeted audience, taking into consideration the purpose of the Event and the topics covered. As a result, SWIFT may be unable to accept each and all registrations. In this case, SWIFT will promptly notify the persons whose registrations could not be accepted. In any event, confirmation of registration is conditional upon receipt of full payment, where applicable.

## **Username and password**

In order to register for the Event, you will be requested to create an account and choose a password.

You are entirely responsible for maintaining the confidentiality of your password and account, as well as for any and all activities that occur under your account.

In addition, you agree to notify SWIFT immediately of any (suspected) unauthorised use of your account or any other breach of security. SWIFT will not be liable for any loss that you may incur as a result of someone else using your password or account.

## **Registration Fees (payable events only)**

Where applicable, registration fees are published on [www.swift.com](http://www.swift.com) and on the online registration platform. Registration fees and any other related fees and charges do not include any taxes such as, but not limited to, VAT (when applicable).

## **Indirect taxes / Withholding taxes (payable events only)**

For the correct application of withholding tax or indirect tax rules, similar but not limited to VAT, GST or Sales tax, the customer is deemed to be located at the place of the “Company details” as reported on the Event Registration form. Upon specific request, the invoices can be sent to the place indicated under “Invoice details”. The billed entity remains however the “Company details” entity.

All fees for non-onsite services related to participation at the Event are deemed to be provided at the place of the “Company details” and will be subject to the rules defined by the European VAT Directive EC/2006/112.

Fees and charges exclude local taxes applicable in the country of the customer, such as, but not limited to (when applicable) VAT, GST, Sales tax or withholding tax of any nature whatsoever. All present and future customer's local taxes, as well as fines and/or penalties and/or interest assessed directly or indirectly on such amounts (if any) which may apply to fees or charges due for or in connection with the Event, will always (even retroactively) be borne by you.

Your local taxes such as withholding taxes, VAT, GST, Sales tax or other similar taxes are not included in SWIFT fees and charges. You are solely responsible for paying any such local taxes in addition to applicable SWIFT fees and charges. SWIFT cannot be held responsible for seeking any refund of such local taxes, and will not initiate any procedure to that effect.

### **Payment Method (payable events only)**

SWIFT accepts payment of the registration fees, either by credit card, electronic transfer or in exceptional circumstances and exclusively in case of an on-site registration cash payments. If you wish to pay by credit card, please follow the instructions as outlined in the registration form. If you prefer to pay by electronic transfer, please indicate your intention to do so in the registration form and a pro-forma invoice with relevant payment instructions will be sent to you.

### **Cancellation of Registration (payable events only)**

#### ***Cancellation by the Company***

##### *Registration cancellation:*

Cancellations for the event received in writing by SWIFT (at [swift.events@swift.com](mailto:swift.events@swift.com)) no later than 10 working days before the Event, will be refunded in full (less a EUR 50 administrative charge). No refund will be made after that date. Likewise, registrations made after the above-mentioned date are non-refundable in case of cancellation.

##### *Hotel cancellation:*

If you booked your hotel through SWIFT or SWIFT booked a hotel on your behalf, the cancellation of the registration will automatically cancel any hotel reservations associated with that registration. Hotel cancellation charges may apply and will be charged to you, subject to the Hotel Terms & Conditions.

In the event of an independent Hotel booking, SWIFT will not intervene. Any charges whatsoever, including those which the hotel applies in case of cancellation is your sole responsibility.

##### *Transfer of your registration to another person:*

You may transfer your registration to another person within the same organisation subject to prior written notification and explicit approval by SWIFT. The deadline for submission is five (5) working days before the opening of the Event.

When applicable, note however that the transfer of hotel reservations (if any) require credit card details of the substitute to be communicated in due course and, generally, must be requested by a specific date (as specified in the registration information) at the latest. For the avoidance of doubt, the transfer of hotel reservations is subject to the Hotel's Terms and conditions, including where applicable any hotel guarantee provisions.

If a transfer of registration results in a refund and new payment, an administrative charge of EUR 50 will apply.

### ***Cancellation by SWIFT***

If, for any reason whatsoever, SWIFT is forced to cancel, postpone or materially alter the Event, in whole or in part, save for Force Majeure Events, it will use all reasonable efforts to notify all registered participants reasonably in advance thereof. As sole and exclusive right and remedy, full refund of the registration fee paid to SWIFT will be made on reasonable demonstration to SWIFT that such cancellation, postponement or alteration adversely affects the participant concerned. For the avoidance of doubt in such an event, SWIFT's potential liability in connection with the Event (whether in contract, tort or otherwise) is limited to the total amount of your registration fee.

SWIFT shall not be liable whatsoever to the Company for any cancellation, postponement of the Event or non-performance of its obligations under this Agreement to the extent to which such delay, cancellation, postponement or non-performance arises from any Force Majeure Event. Force Majeure Event means any event or circumstance, or combination of events or circumstances, which are beyond the reasonable control of, and are not attributable to SWIFT and that affect materially the organisation of the event or render the organisation of the event impossible. Without prejudice to the generality of the foregoing, Force Majeure Event includes but is not limited to serious political unrest, war, terrorist attack or serious threat, weather and natural disaster, infectious diseases, negative travel advice or other circumstances.

### **Event Rules and Regulations**

Whilst participating in the Event, you are required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the Event, given by or for SWIFT or any other relevant third party, including the person responsible for the premises where the Event takes place or any competent authority.

In particular, if SWIFT will supply ID badges for security purposes, you must wear your badge at all times. Your badge is strictly personal and may not be transferred to another person nor modified.

SWIFT accepts no responsibility for any belongings you may bring at the Event. Any loss or damage to such belongings is at your own risk.

## **Attendees and Compliance with Sanction and Export Control Regulations**

The Event that you have registered for might be subject to export control, sanctions or other legal restrictions. SWIFT aims to comply with all laws and regulation applicable to it and therefore reserves the right to withhold acceptance of your registration based on restrictions arising from any EU or US sanctions regulations. By registering for this Event you acknowledge that it is your sole responsibility to be in compliance with any sanctions and export control regulation that is applicable to you and SWIFT hereby disclaims all liability for your non-compliance with abovementioned law and regulation.

## **Attendees and Cancellation or Revocation of Registration**

SWIFT may at any time, without prior notice, cancel or withdraw your registration should it be determined by SWIFT in good faith that i) doing so is necessary to avoid violation of sanctions, export control or other laws, ii) you are acting against the interests of SWIFT, including, but not limited to, by threatening or participating in litigation or claims adverse to SWIFT or iii) you have failed to comply with this Event Registration Policy or have otherwise breached any current or past obligations owing to SWIFT. In case of any such cancellation or withdrawal of registration, SWIFT will not be liable for reimbursing any registration or other fees, or any other expenses you may have incurred, in connection with the Event.

## **Indemnity**

You acknowledge and agree that you will indemnify and keep SWIFT indemnified against any liability, damage, loss, cost, claim or expense of any kind or nature suffered or incurred by SWIFT as a result of a third party claim arising from your registration for or participation in the Event, except to the extent that this result was caused by SWIFT.

## **Liability**

To the extent not prohibited by applicable law, SWIFT's liability in connection with the Event (whether in contract, tort or otherwise) is limited to the total amount of registration fees and charges paid to SWIFT. Furthermore, any claim for indirect, special or consequential loss or damage of any kind or for any loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption of data, loss of use, loss of goodwill, interruption of business or claims of other parties or other

similar pecuniary loss howsoever arising, even if SWIFT has been advised of their possibility, is expressly excluded.

To have a valid claim against SWIFT relating to your Event registration or participation, you must notify SWIFT within six (6) months after the Event ending date. You agree to exonerate SWIFT from any liability relating to claims notified after that time limit.

## **Privacy**

SWIFT is committed to protecting your privacy needs. Please read in this regard the Event Privacy Statement. This Privacy Statement explains how your personal data is processed by SWIFT when registering for an EMEA Event.

## **WIFI**

Where applicable, SWIFT will allow you to access and use the free WIFI of the conference centre. You are required to use the WIFI legally, professionally and in accordance with the Code of Conduct (as provided hereunder), in a way that would not violate the right of any third- party or create any interference on the network.

Where applicable, The WIFI may be monitored for security and quality control purposes. In this regard, only your IP address and traffic data are processed (without any link to your name or contact details).

## **Photographs and videos**

SWIFT reserves the right to photograph and videotape the Event and participants and to use and license such photographs and videos for a duration of four (4) years in any internal and external communication referring to the Event or SWIFT, such as on its websites and intranet, or other publications, or in its annual reports as well as on social media channels such as Twitter, Flick'r, LinkedIn, Facebook or YouTube for advertising, promotional or other commercial purposes related to SWIFT's business, products or services.

You hereby consent to such uses and irrevocably transfer and assign to SWIFT the right, title and interest in and to the photographs and videos pertaining to you and any modified forms, reproductions or compilations thereof, including the unrestricted right to publish or reproduce and to license the publication and reproduction of your image. In addition, you expressly recognise that the use of your image (including any reproduction or publication of your image) by SWIFT, as explained above, is authorised free of charge and therefore excludes any subsequent additional request for compensation at a later date.

## **Speakers**

At the Event, as a speaker, you agree to comply at all time with the code of conduct included hereunder.

By accepting to be a speaker at the Event, you agree that SWIFT records your sessions and uses and distributes the video for commercial purposes as further specified under the photographs and videos section here above.

## **Code of Conduct**

SWIFT values and encourages freedom of expression. To maintain a right balance between such freedom of expression, and potential abuses, you agree to comply with the below rules when acting as a speaker or participating to a discussion or debate during the Event:

1. always respect SWIFT's name, reputation, goodwill and other business assets;
2. in particular, respect the [SWIFT Trademark Guidelines](#) when referring to SWIFT or its products and services;
3. ensure that any content that you make available (in your presentation) does not infringe the rights or security of SWIFT, another user, or any third party;
4. in particular, refrain from infringing any intellectual property rights, privacy and data protection laws, confidentiality commitments, trade or business secrets, banking secrecy, or other laws;
5. refrain from making any statements that would be insulting, threatening, libelous, obscene, offensive to religious, political or ethical beliefs, discriminating or racially oriented, or otherwise infringing any applicable legislation or third party rights;
6. refrain from making any statements that would be disrespectful, misrepresenting, or otherwise harmful to SWIFT, another Event participant, or any third party;
7. refrain from discussing topics with competitors that could give rise to competition law issues (such as price-fixing or market allocation agreements), and always conduct discussions with competitors in accordance with applicable antitrust regulations;
8. refrain from sending or posting unsolicited e-mails or internal messages (spam) to other users (without their explicit consent).

## **Social Media**

SWIFT supports the use of social media. However, any third-party content posted through social media channels maintained by SWIFT should not be taken as an endorsement of such information.

Links to websites and other resources operated by parties other than SWIFT ("third-party information") are provided solely as a convenience to the user. The perceptions, opinions, beliefs, and attitudes expressed through social media websites and other public forums are those of employees, related individuals, and other participating users of our websites, and are not necessarily aligned with the policies, standards, and practices of SWIFT, its subsidiary organisations, stakeholders or partners.

These social media sites are available for and intended to encourage public dialogue and are, as such, provided for outreach and informational purposes only.

### **SWIFT Contact details**

S.W.I.F.T. SCRL ("SWIFT") with registered address at Avenue Adèle 1, B-1310 La Hulpe, Belgium.

Telephone: +32 2 655 31 11

Fax: +32 2 655 32 26

Email: [swift.generic@swift.com](mailto:swift.generic@swift.com)

RPM Nivelles 0413.330.856

VAT: BE 413 330 856

### **Applicable Law and Dispute Resolution**

This Event Registration Policy and, more generally, all matters relating to registering for or participating in a SWIFT EMEA Event shall be governed by Belgian law and, as regards any claims against SWIFT, you agree to submit to the exclusive jurisdiction of the competent court of Brussels, Belgium.