

TERMS OF SERVICE FOR WORKDAY ELEVATE®

These Terms of Service (the "**Terms**") govern your registration, attendance at, and participation in **Workday Elevate 2025** ("**Workday Elevate**" or "**Event**") and related pre-event activities. By registering for the Event, you agree to comply with these Terms.

REGISTRATION

Workday Elevate is an event for invited customers, prospective customers, partners (including sponsoring partners) and Workday employees. You must register for the Event through the Event registration website. You will receive a registration confirmation email at the email address you provide during registration. Workday reserves the right to cancel or terminate any registration at any time.

BADGES

Event badges ("**Badge(s**)") are required for admittance to the Event venue. During the Event, you may pick up your Badge by showing a government issued picture ID at the Event check-in area. Badges may contain barcodes or QR codes, which will be used to record your participation in the Event's meetings, events, and sessions, and to provide you with feedback surveys following the sessions.

SECURITY

Workday is committed to providing a safe and secure environment. Workday requires you to:

- have your Badge visible at all times while you are at any Event venue, event, or activity. You may not share or exchange your Badge with any person or persons.
- have your bags and property with you at all times. Unattended property may be removed.
- comply with all fire, safety, and health regulations of the Event venue. Attendees who violate such rules and/or who behave in an unsafe or careless manner while attending the Event may be asked to leave immediately and will be held responsible for their actions.

Please note that no persons under 18 years of age will be permitted at the Event, including in breakout sessions, keynotes and all other Event venues.

Workday reserves the right, without prior notice, to take any security measures it deems appropriate for the safety of attendees. Workday reserves the right to change these procedures, without prior notice, and has sole discretion to deny entry to anyone.

CODE OF CONDUCT

Workday is committed to providing a safe environment that is inclusive and free of harassment, intimidation, bias, and unlawful discrimination of any kind.

- i. Expected Behaviour:
 - 1. Be friendly and considerate
 - 2. Be respectful. Not everyone will agree all the time, but disagreement is no excuse for poor behaviour and poor manners.
 - 3. Be careful in the words that you choose and conduct yourself professionally during the Event, any social activities, and in completing any surveys or providing any feedback
 - 4. Be kind to others. Do not insult or put down others.
- ii. Unacceptable behaviour
 - 1. Conduct that could reasonably be considered inappropriate in a professional setting
 - 2. Trolling, insulting, and derogatory comments and personal or political attacks, including in the completion of any surveys or feedback forms.
 - 3. Harassment and other exclusionary behaviours.

Unacceptable behaviour will not be tolerated. Workday reserves the right, without prior notice, to take any action it deems appropriate, up to and including expulsion from the Event without warning.

If you are the subject of, or witness to any violations of this Code of Conduct, you may send an email to <u>elevate.zurich@workday.com</u> with details of the violation.

SESSION ATTENDANCE

Workday does not guarantee admittance to any specific event, session, or keynote and reserves the right to refuse admittance to any event, session, or keynote to any attendee, at its sole discretion. Unless specified otherwise, attendees at all events, sessions, and keynotes are seated on a first-come, first-served basis.

PHOTOGRAPHY RELEASE

By registering, attending and participating in the Event, you grant Workday the right to record, film, photograph, or capture your image and voice at the Event in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

ASSUMPTION OF RISK

Your attendance at and participation in the Event is completely voluntary. You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event, and waive any claims against Workday and its partners relating to such risks.

PERSONAL INFORMATION

Workday will handle your personal information in accordance with Workday's Privacy Statement located at <u>https://www.workday.com/en-gb/privacy.html</u>.

Our sponsoring partners may ask to scan your Badge. This is optional. By allowing a partner to scan your Badge, you consent to Workday sharing your registration contact information (name, title, company name and email address) with that sponsoring partner and thereafter you may be contacted by the sponsoring partner post-event. The use and disclosure of your contact information by the sponsoring partner will be governed by their privacy statement, available at the sponsoring partner booth. If you do not wish for your contact information to be shared, you may elect to not have your Badge scanned.

THIRD-PARTY LINKS

Event materials may contain links to third-party websites ("Third Party Sites"). Such links are provided solely as a convenience and are not under the control of Workday. Workday is not responsible for any Third Party Sites or content provided therein. Third Party Sites are governed by the applicable terms of use or privacy policy posted by that third party.

PRESENTATION MATERIALS

At the Event, you may receive access to Workday and third-party licensed content ("**Presentation Materials**"). Workday is not liable for the information in the Presentation Materials. You may use them solely for your own internal, non-commercial purposes. Unauthorised distribution (via sales, copying, and posting on intranet/internet) is expressly forbidden.

FORCE MAJEURE

You acknowledge and understand that the venue, times, or dates of the Event may change or need to be rescheduled due to events beyond Workday's reasonable control, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott, pandemic, health-related emergency affecting a local or general population (e.g. an epidemic and/or pandemic) or other similar event beyond the reasonable control of that party (collectively, "Force Majeure"). Workday will attempt to notify you of any such changes as far in advance as reasonably possible. Workday will not be held liable for any costs or expenses incurred by you as a result of such Force Majeure event(s).

WORKDAY CHANGES, CANCELLATION OF EVENT (other than due to Force Majeure)

Notwithstanding the above, Workday reserves the right to reschedule the dates and/or venue for the Event for any reason. Workday will notify you via your registration email of any such changes as far in advance as reasonably possible. Workday will not be held liable for any costs or expenses incurred by you as a result of changes.

Workday may cancel the Event for any reason. Workday will notify you via your registration email of cancellation as far in advance as reasonably possible.

VENUE, WAIVER OF JURY TRIAL

The judicial courts located in the city and country of the Event shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the exclusive jurisdiction of such courts. To the extent legally permissible, each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms.

DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

Workday gives no warranties for any aspect of the Event, Event materials, Presentation Materials and, to the extent legally permissible, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an "as-is" basis. Workday does not accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event. Except as required by law, Workday shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event. The maximum aggregate liability of Workday for any claim in any way connected with, or arising from, the Event, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Workday.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties in relation to the registration for and attendance and participation in the Event and related pre-Event activities and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning this subject matter.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any Master Subscription Agreement or any other agreement between Workday or an affiliate thereof and you or your company. To the extent that these Terms are translated, such translation is provided solely for convenience, and the English version of these Terms shall govern any disputes arising here from.