

Terms of service for Workday Discover™

This Terms of Service (the “**Terms**”) govern your registration, attendance at, and participation in **Workday Discover 2019** (“**Workday Discover**” or “**Event**”) and related pre-event activities. By registering for the Event, you agree to comply with these Terms.

Registration

Workday Discover is an event for invited customers, prospective customers, Workday employees, and to the extent invited by Workday, certain sponsoring partners. You must register for the Event through the Event registration website. You will receive a registration confirmation email at the business 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 RFID tracking devices, 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.

If sponsoring partners are invited to the Event, you acknowledge and agree that if you allow a sponsoring partner to scan your Badge during the Event (“**Sponsoring Partner**”), Workday will share your registration information with that Sponsoring Partner (“**Badge Scan**”).

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.

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. Unless otherwise specified, attendees at all events, keynotes, and sessions are seated on a first-come first-served basis.

Personal information

Workday will handle and protect the information gathered from you during registration, attendance, and participation at the Event in accordance with Workday's Privacy Statement located at <https://www.workday.com/en-za/privacy.html>

By registering, attending, and participating in this Event, you acknowledge and agree that Workday will share your registration and participation information internally, and with event-related contracted vendors in order to manage and improve this and future events and Workday's products and services. For example, Workday will communicate your name, title, role, and company with session speakers and owners so that session speakers and owners may adapt sessions to be more relevant to the registered audience.

You agree that Workday may use your email address to send Event updates, survey evaluations, invitations to other meetings and events at the Event. Workday may also use your email address to send marketing-related messages, such as invitations to future Workday events, if you opt-in to such communications during registration.

We collect country information in order to comply with applicable laws for the handling of your information. Workday will aggregate such country, registration, and session attendance information to improve this and future events, Workday's products and services, and to provide more relevant information to you in line with your opt-in choices.

If sponsoring partners are invited to the Event, Workday will share your registration information (first and last name, title, company name, business email address) with Sponsoring Partners whom you have authorized via Badge Scan during the Event. Any Sponsoring Partner's use of such information will be subject to its own privacy policy.

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. Unauthorized 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, labor strike, lockout, boycott or other similar event (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 Johannesburg, South Africa 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. 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 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 of 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.

