

## **Terms and Conditions for participation at .conf2016: The 7<sup>th</sup> Annual Splunk Worldwide Users' Conference**

I, as registrant, hereby acknowledge and agree to the following Splunk Inc. ("Splunk") terms and conditions, which include and incorporate by reference Splunk's Privacy Policy and Terms of Use.

### **Cancellations/Modifications**

All registrants who cancel prior to the first day of .conf2016 (the "Event") or who do not attend the Event may forfeit the entire registration fee. The Event program schedule is subject to change at any time without prior notice, and Splunk cannot guarantee the attendance of any exhibitor or speaker, or that any scheduled event will take place. Splunk and/or its employees, vendors, agents, and contractors (collectively, its "Representatives") will not be held liable, and no reimbursement will be made, in the event of the cancellation or modification of the times, dates, and/or events of the Event as a result of any issue or occurrence that is beyond Splunk's control.

### **Substitutions**

Substitutions are allowed with the written permission of the original registrant, and prior approval of such substitution by Splunk. Registrant may submit a request via email to [confregistration@splunk.com](mailto:confregistration@splunk.com). Substitutions require that the new attendee expressly agree in writing via email to [confregistration@splunk.com](mailto:confregistration@splunk.com) with the terms and conditions set forth herein.

### **Payments**

Subject to the other terms set forth herein, registrant may pay by credit card, check or purchase order. If paying by check, the check must be postmarked by the corresponding deadline date in order to receive that pricing. If registrant arrives onsite with a balance due, registrant will be required to pay the full onsite price for the package selected.

### **Discounts**

Unless a registrant holds a valid Splunk certification, which may provide for an additional discount, only one discount may be applied to any individual registration. Registration is required before the early bird discount deadlines in order to receive the pricing for these discounts. Early bird discount offers are available only to registrants using a valid credit card as method of payment.

### **Age Requirement**

Attendees must be at least 21 years of age to attend the Event and all related events. Requests for any exceptions to this term must be made in writing to [conference@splunk.com](mailto:conference@splunk.com).

### **Release**

By registering for, participating as a speaker of (if applicable), or attending the Event, such registrant hereby agrees to release and hold harmless Splunk and its Representatives from any and all alleged and/or actual liability, claims, lawsuits, damages, or losses, of any kind ("Claim") which arise out of or result from registrant's attendance at and participation in the Event, including but not limited to property damage and personal injuries, whether or not foreseeable.

### **Photography, Audio and Video Recording**

Splunk or its authorized Representatives may be photographing, audio and/or video recording, webcasting, podcasting and/or conducting interviews and hosting presentations at the Event. Registrant hereby irrevocably grants to Splunk and its authorized Representatives the absolute and non-exclusive right and permission to use registrant's name, likeness, biographical information, voice, content of any interview, image and/or photograph and any other indicia or persona and, if registrant is participating as a speaker on behalf of registrant's company, registrant's company's story and/or related imagery, videos, slides, presentations, or other items and materials, including company's name, logos, quotations, product descriptions and use cases (collectively, "Registrant Material"), or to refrain from doing so. The Registrant Materials may be used in connection with any or all of Splunk's internal or external advertising, marketing, packaging, promotional, or sales materials (collectively, "Splunk Materials") and on the terms described herein (collectively, the

“Rights”). The Rights include but are not limited to the rights to advertise, promote, publicize, reproduce, perform, display, distribute, transmit, exhibit, make derivative works of, and otherwise use the Registrant Material, or any part or derivative thereof, at no charge, perpetually, worldwide, and in all media and by all means (now known or hereafter devised), without limitation, including, print publications, the internet, video or audio broadcasts, and slideshows. Splunk may reformat, resize, crop, silhouette, color correct, juxtapose, edit, or make other minor changes to the Registrant Materials, but otherwise will not make substantial changes to the Registrant Materials without registrant’s consent. To the extent registrant has any rights in any Splunk Materials or photographs taken or recording made at the Event, registrant hereby assigns all rights, title and interests in and to the photographs and recording to Splunk. Attendees are permitted to photograph, audio, video and/or digitally record only within the public areas of the Event (“Attendee Recordings”), provided such Attendee Recordings shall be solely for their own personal, non-commercial use, and shall not be used by attendee to suggest endorsement or sponsorship of or by Splunk. Use of any Attendee Recordings for commercial purposes requires the prior written permission of Splunk. Splunk is not responsible for other attendees’ Attendee Recordings that may contain registrant’s image.

### **Speaker Obligations**

If participating as a speaker at the Event, upon registration with the speaker code provided to me by Splunk, I further acknowledge and agree that my presentation materials do not infringe any copyright or other intellectual property rights, including, but not limited to, publicity or privacy rights of any third parties, that the presentation materials do not contain libelous or unlawful matter, that all factual statements are based on customary standards of academic research, and that Splunk is or will become the copyright owner of any recordings made of my presentation during the Event. I agree I shall have no rights of review or approval over Registrant Materials, except as noted above, no Claim to compensation, and no Claim arising out of or resulting from the use, alteration, blurring, distortion or illusionary effect (whether intentional or otherwise) or use in any composite form of my Persona, or Registrant Materials, if applicable, and agree to release and hold Splunk and its authorized Representatives harmless for any and all such use(s).

### **Denial of Registration, Entry or Participation**

**Splunk reserves the right to deny registration or entry to any individual or entity for any reason, in Splunk’s sole discretion, including for past or present failure to meet Splunk’s standard of business conduct including, but not limited to, false pretenses or engaging in violent, illegal, threatening or discriminatory conduct.** All attendees and speakers agree to abide by any Code of Conduct applicable to the Event as provided by Splunk. Loud, abusive or defamatory language, harassment or other unprofessional or inappropriate behavior is not permitted at anytime at the Event. If registrant engages in such conduct, Splunk may cancel registrant’s participation at the Event, at any time in its sole discretion, without liability to registrant or its affiliates and registrant will be required to exit the Event immediately.

### **Animals**

Except for guide, signal or service dogs (as defined by law), no live animals or pets are permitted at the Event facilities without Splunk’s prior approval.

**By agreeing to these terms and conditions, I represent and warrant that I have the full right and authority to grant the Rights and agree to the other obligations set forth herein binding me and/or my company and that no third party consent is required. These terms and conditions shall be governed by California law, without regard to conflict-of-law provisions.**