

## **.conf2017 Terms and Conditions**

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 .conf2017, Splunk's 2017 worldwide user conference (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, if the Event or scheduled activities at the Event are cancelled or rescheduled as a result of any issue, event or occurrence that is beyond Splunk's control.

### **Substitutions**

Substitutions are allowed with the written permission of the original registrant and with prior approval by Splunk. Substitute attendees must also agree in writing to these terms and conditions. Registrant may submit a request for substitution to Splunk at [conf2017@splunk.com](mailto:conf2017@splunk.com).

### **Payments**

Registrant may pay the registration fees for .conf2017 by credit card, check or purchase order. Any payment by check must be postmarked by the payment deadline for any discount for registrant to receive the applicable discounted 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. Individuals must register before the "early bird" discount deadlines in order to receive the "early bird" discount price. "Early bird" discount offers are only available to registrants who pay using a valid credit card.

### **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 Splunk at [conf2017@splunk.com](mailto:conf2017@splunk.com).

### **Release**

By registering for and attending the Event, each registrant hereby agrees to release and hold harmless Splunk and its Representatives from any demands, claims or actions and any resulting damages, expenses and settlement amounts that arise out of, or relate to, registrant's attendance at, and participation in, the Event, including, but not limited to, claims for property damage or bodily or personal injury.

### **Photography, Audio and Video Recordings**

Registrant acknowledges that Splunk and its authorized Representatives may conduct interviews of attendees at the Event and photograph, audiotape and videotape any activities or presentations at the Event. Registrant hereby irrevocably grants to Splunk and its authorized

Representatives for no compensation the rights (a) to record by any means registrant's name, likeness, image, biographical information, voice and/or the content of any interview with registrant (such information collectively, "**Recorded Material**") and (b) to edit and use the Recorded Material in connection with Splunk's internal and external marketing and promotional material and activities. Splunk will not make substantive changes to the Recorded Material without registrant's consent. To the extent registrant has any rights in any Recorded Materials, registrant hereby assigns to Splunk all rights, title and interests in and to the Recorded Material.

### **Attendee Recordings**

Registrant acknowledges that other registrants and attendees, including journalists, may record (by photograph, audiotape or videotape) activities and attendees in the exhibit hall area of the Event (such recordings, "**Attendee Recordings**"). Attendee Recordings may only be used for personal or non-commercial purposes, and may not be used by any registrant or attendee to suggest any endorsement or sponsorship by or of Splunk. Use of Attendee Recordings for commercial purposes requires the prior written permission of Splunk, which Splunk may withhold at its discretion. Splunk is not responsible for Attendee Recordings that contain registrant's name, likeness or image.

### **Speakers**

If I am a speaker at the Event, upon registration with the speaker code provided to me by Splunk, I hereby grant Splunk the non-transferable, royalty-free and exclusive right (a) to record my presentation at the Event by audio and visual means, (b) to post the recorded presentation on Splunk's website alone or as part an audio or visual work of all Event presentations, (c) to reproduce any written or visual material submitted with the presentation and (d) to make the material available to attendees of the Event in hard copy or by electronic download. I understand that Splunk shall remove the presentation and material from its website at my request.

Further, I promise that (i) my presentation materials will not contain any unlawful material and will not violate any copyright, trade secret, confidentiality, publicity or privacy right of any third party, (ii) all factual statements in my presentation will be based on customary standards of academic research and (iii) Splunk is or will be the sole owner of any recordings of my presentation at the Event. I hereby waive and disclaim any rights I may have to review or approve any recording of my presentation and any possible claim arising out of, or related to, the use, alteration or distortion of my image or my recorded presentation. I hereby release and hold harmless Splunk and its authorized Representatives for any such use, alteration or distortion.

I also acknowledge that attendees of my presentation may include journalists from the print, radio, television or Internet media. While journalists may not photograph or record my presentation, they may make fair use of portions of my presentation. Once registrant has been officially designated as a speaker at .conf2017 and entered into the conf2017 Speaker Release Agreement with Splunk, the terms and conditions of the .conf2017 Speaker Release Agreement will supersede and replace this section of these terms and conditions entitled "Speakers".

### **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, false pretenses or engaging in violent, illegal, threatening or discriminatory conduct.** Attendees must behave in a professional manner at all times during the Event and adhere to the code of conduct for the Event. Splunk does not permit loud,

abusive or defamatory language, harassment or other unprofessional or inappropriate behavior at the Event at any time. If registrant engages in any impermissible conduct at the Event, Splunk may revoke registrant's right to participate in the Event, in Splunk's sole discretion, without liability to registrant or its company. If Splunk revokes a registrant's right to participate in the Event, registrant will be required to leave 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.

**I represent and warrant that I have the full right and authority to grant the rights and accept the obligations in these terms and conditions and that no third party consent is required for these terms and conditions to be valid and binding.**

**These terms and conditions shall be governed by California law, without regard to conflict-of-law provisions.**