

**TERMS AND CONDITIONS OF ATTENDANCE AND PARTICIPATION TO  
BIOTECH SUMMIT 2021**

**1. The Summit**

- 1.1 The following terms and conditions shall apply and govern the attendance and participation of the registered participant (the **“Registered Participant”**) to the Biotech Summit 2021 (the **“Summit”**). Hong Kong Exchanges and Clearing Limited (**“HKEX”**) is the owner and host of the Summit.
- 1.2 The Summit consists of amongst others, livestreamed virtual conferences and virtual workshops (**“Virtual Events”**), pre-marketing campaign and post-marketing campaign. The Summit shall be held by HKEX on 2 September 2021 by HKEX and its affiliates, agents or authorized contractors, including their employees, officers, directors and representatives (the **“Related Parties”**).

**2. Registration**

- 2.1 By registering with the Summit, you, the Registered Participant, accept and agree with HKEX that these terms and conditions which are binding and enforceable upon you. If you are registering on behalf of another individual, it is your responsibility to ensure the Registered Participant is aware of these terms and agrees to them as he or she would be regarded to be so by virtue of holding the Registered Participant status.
- 2.2 Your registration allows you to access primarily to the Virtual Events of the Summit. You will receive essential information about the Summit electronically from HKEX and/or its Related Parties at the email address you provide at registration.

**3. Participation to the Virtual Events**

- 3.1 Notwithstanding your registration, HKEX retains the sole discretion to disallow or suspend you from registering to or participating in any of the Virtual Events. HKEX further reserves the right to deny participation to Registered Participant or anyone who engages in or is reputed to engage in unethical or non-compliant business practices.
- 3.2 By participating in the Virtual Events as the Registered Participant, you accept and agree to grant HKEX the right to record, film, live stream, photograph, or capture your image or likeness on the virtual platform or any media of the Summit and to distribute, broadcast, use, or disseminate such virtual platform or media.
- 3.3 You acknowledge and agree that HKEX retains the final discretion and is entitled to change any or all aspects of any of the Virtual Events, including but not limited to the names, themes, content, programs, speakers, moderators, etc.

- 3.4 You further acknowledge and agree that HKEX shall be entitled to make recording of the virtual platform and edit such recording. HKEX shall also be entitled to edit any media of the Summit. HKEX shall have the right to use such recording or the media alone, or together with other information, and to allow its Related Parties or other person to use or disseminate such recording or the media.
- 3.5 You agree not to record, videotape, livestream, copy, save, transfer, share, post or otherwise use any content/audio/photos/videos from the Summit or Virtual Events unless otherwise agreed by HKEX.
- 3.6 You acknowledge and agree that HKEX is entitled to immediately remove you from any of the Virtual Events if HKEX sees that your participation or conduct poses a threat to cybersecurity or the security of the Virtual Events, creates a disruption or hinders any of the Virtual Events from progressing, or affects the enjoyment of the Virtual Events by other attendees.

#### **4. Force Majeure Event**

- 4.1 You acknowledge and agree that HKEX is prevented from carrying out its obligations as it pertains to the Summit you registered for as a result of any cause beyond its control ("**Force Majeure Event**"), including without limitation of the impracticability of delivering any of the Virtual Events owing to issues concerned with software, hardware, equipment, hosting platform, or acts of God, strikes, labour disputes, government requisitions, restrictions or wars or apparent acts of war, terrorism, disasters, civil disorders, epidemic or pandemic, curtailments or restrictions on transportation facilities, or any other comparable calamity, casualties or conditions.
- 4.2 In the case of Force Majeure Event, HKEX shall reserve the right to immediately terminate the Summit or any of the affected Virtual Events without liability and shall be relieved of all obligations to the Registered Participant and relevant parties. HKEX at its entire discretion may reschedule the Summit or any of the affected Virtual Events in which case notification would be given to the Registered Participant for re-registration.

#### **5. Privacy Policy Statement**

- 5.1 The protection of your personal data is important to us. In respect of the collection, use and retention of personal data in relation to the Summit, HKEX follows the Privacy Policy Statement posted on its website.
- 5.2 By registering with the Summit, you acknowledge and agree with the content of the abovementioned Privacy Policy Statement. If you would have a question or like to opt out from the consent you have given, please be reminded to send your email to [DataPrivacy@HKEX.COM.HK](mailto:DataPrivacy@HKEX.COM.HK).

## **6. Third Party Websites and Contact Services**

- 6.1 The Virtual Events may contain hyperlinks to third party websites (the “**3rd Party Websites**”), e.g. websites of the sponsors of the Summit, and embedded functionalities to activate contact or communication with third party (the “**3rd Party Communication Services**”), e.g. the sponsors of the Summit. HKEX does not own or operate the 3rd Party Websites and/or the 3rd Party Communication Services.
- 6.2 The fact that you are able to access to any of the 3rd Party Websites and/or the 3rd Party Communication Services in your participation of the Virtual Events do not imply any endorsement by HKEX of the activities or contents of these 3rd Party Websites and/or the 3rd Party Communication Services, nor any association of HKEX with their operators. HKEX is not responsible, nor does it warrant that any of the contents of the 3rd Party Websites and/or the 3rd Party Communication Services is accurate, complete or true.
- 6.3 HKEX is not responsible for the privacy policies or practices of any of those 3rd Party Websites and/or the 3rd Party Communication Services. It would be your sole responsibility to review the privacy policies of these 3rd Party Websites you may visit or deal with the representatives you make contact through the 3rd Party Communication Services and ensure that their privacy policies or practices are agreeable to you.

## **7. Intellectual Property**

- 7.1 All intellectual property rights arising from and in connection with the holding of the Summit or any of the Virtual Events, any of their contents, and all materials distributed at or in connection with the Summit or any of the Virtual Events are owned by and vested in HKEX (or, if applicable, the sponsors of the Summit, or speakers presenting at the Virtual Events).
- 7.2 You shall not use or reproduce or allow anyone to use or reproduce any logos, trademarks or other trade names appearing at the Virtual Events, in any of the contents of the Virtual Events or in any materials distributed at or in connection with the Virtual Events for any reasons without prior written permission from HKEX.
- 7.3 For the avoidance of doubt, nothing in these terms and conditions shall be deemed to vest in you any legal or beneficial rights in or to any trademarks or other intellectual property rights owned or used under license by HKEX, its Related Parties or the sponsors of the Summit. Nor does your registration or participation in the Virtual Events grant you any rights or licenses to any other intellectual property rights of HKEX, its Related Parties or the sponsors of the Summit, all of which shall at all times remain the property of these parties.

## **8. Disclaimers & Exemption of Liabilities**

- 8.1 HKEX gives no warranties in respect of any aspects of the Virtual Events or any materials related thereto or offered at the Virtual Events and, to the fullest extent possible under the laws disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, completeness, truthfulness, timeliness, and merchantability.
- 8.2 The Virtual Events are provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Events are theirs alone and do not necessarily reflect the views, opinions, or positions of HKEX or its Related Parties.
- 8.3 None of the Virtual Events contain, nor should it be deemed to contain, representations as to the accuracy, completeness, timeliness, suitability, or validity of any information presented by the speakers, attendees or sponsors therein. HKEX shall not be liable for any errors, omissions or delays in this information or any losses, injuries or damages arising from its display or use. HKEX does not endorse, and expressly disclaims all liabilities relating to, any of the products or services provided by the speakers, attendees, or sponsors.
- 8.4 To the maximum extent permitted by laws, neither HKEX nor its Related Parties shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Summit, any of the Virtual Events, or other aspect related thereto.

## **9. Miscellaneous**

- 9.1 HKEX’s failure to exercise any rights provided for herein shall not be deemed a waiver of any further rights hereunder.
- 9.2 If any of these terms and conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent permitted by laws and shall otherwise remain in full force and effect and enforceable.
- 9.3 These terms and conditions are governed by Hong Kong laws, and any disputes arising therefrom or in connection therewith shall be subject to the exclusive jurisdiction of Hong Kong courts.