

# Bloomberg Adria Events App Terms of Use

Updated on March, 2023

Welcome to Bloomberg Adria Events App Terms of Use.

Bloomberg Adria Events App (as defined in Section 1) is owned and operated by Arena News, HD-WIN and Arena sport (as defined below).

- If you fill in the registration form for the event organized in **the Republic of Serbia, Bosnia and Herzegovina or North Macedonia**, you are entering into a legally binding contract with **Arena News Channels d.o.o.** Beograd, Vladimira Popovića no. 6, floor M, office B 31-35, Novi Beograd, the Republic of Serbia, CIN: 21501859, TIN: 111558155 (hereinafter: "**Arena News**"), contact email: [events@bloombergadria.com](mailto:events@bloombergadria.com) phone: +381668770468.
- If you fill in the registration form for the event organized in **the Republic of Croatia**, you are entering into a legally binding contract with **HD-WIN ARENA SPORT d.o.o.**, Radnička cesta 180, Zagreb, the Republic of Croatia, CIN: 02679825 TIN:75150106632 (hereinafter: "**HD-WIN**"), contact email: [sandra.plazonja@tvarenasport.com](mailto:sandra.plazonja@tvarenasport.com) phone: +385 1 2230 579.
- If you fill in the registration form for the event organized in **the Republic of Slovenia**, you are entering into a legally binding contract with **Arena sport d.o.o.**, Šlandrova ulica no. 4b, Ljubljana, the Republic of Slovenia, TIN: SI49768913 (hereinafter: "**Arena sport**"), contact email: [Katie.zgonc@bloombergadria.com](mailto:Katie.zgonc@bloombergadria.com) phone: +386 1 586 2500.  
(collectively "**Companies**", "**Company**", "**we**" or "**us**").

All the terms in the Terms of Use apply equally to all the Companies unless otherwise specified. Namely, Terms of Use apply generally to all Users (as defined in Section 1) unless we explicitly emphasize that certain parts of Terms of Use apply only to specific Users.

By accessing, using, or attempting to use Bloomberg Adria Events App, you enter into a legally binding contract with one of the abovementioned Company and you agree to these Terms of Use, [Privacy Policy](#), Cookie Policy any documents and any linked terms in the Terms of Use.

Some events may entail an obligation to pay. Therefore, please pay attention to these Terms of Use and other information displayed on Bloomberg Adria Events App.





All the terms are important and together create this Agreement that applies to you. If you find anything in this text that you do not agree with, please stop using Bloomberg Adria Events App immediately.










**These Terms of Use apply only to the use of the Bloomberg Adria Events App. The use of Bloomberg Adria Subscription Website is governed by the separate Terms of Use and corresponding policies and not by the Agreement.**



IN ADDITION, THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER IN SECTION 22 OF THE TERMS OF USE. THESE PROVISIONS AFFECT YOUR RIGHTS TO RESOLVE DISPUTES WITH THE COMPANY AND WE STRONGLY SUGGEST YOU REVIEW IT CAREFULLY.

You can download a PDF version of these Terms of Use [here](#).

## 1. DEFINITIONS

	When we say " <b>Agreement</b> " we mean the contract comprising these Terms of Use (as amended from time to time in accordance with Section 8), <a href="#">Privacy Policy</a> , <a href="#">Cookie Policy</a> , and any terms linked in this document.
	When we say " <b>Bloomberg Adria Events App</b> " or " <b>Events App</b> " or " <b>App</b> ", we refer to the browser app for the Events booking and registration, its updates, upgrades, enhancements, modifications, extensions, new features, and possible replacements provided by Company, now existing or later developed, and other programs and tools, developed in conjunction therewith, including cloud-based service, whereby Company is making available the App and the Content on-demand.
	When we say " <b>Company</b> ", " <b>Companies</b> ", " <b>we</b> " or " <b>us</b> ", we are referring to Arena News and/or HD-WIN and/or Arena sport.
	When we say " <b>Content</b> " we mean all App's features and technical resources available to Users, including but not limited to information, data, text, photographs, videos, audio clips, software, scripts, graphics and interactive features generated, provided, or otherwise made accessible on or through Events App.

	<p>When we say "<b>Enterprise</b>" we mean a User of Events App which is a legal entity.</p>
	<p>When we say "<b>Event</b>" or "<b>event</b>" we mean all virtual, hybrid and in-person events, whether they are free or paid ticket events, organized by the Companies or by the Companies and their partners.</p>
	<p>When we say "<b>Intellectual Property Rights</b>" we mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or another intellectual property right, and all similar or equivalent rights or forms of protection, in any part of the world.</p>
	<p>When we say "<b>Party</b>" or "<b>Parties</b>" we refer to Company and/or User.</p>
	<p>When we say "<b>Privacy Policy</b>" we refer to Companies' personal data protection policy available <a href="#">here</a>.</p>
	<p>When we say "<b>Service</b>" we mean providing the service of registration for an Event.</p>
	<p>When we say "<b>Terms of Use</b>" or "<b>TOU</b>" we mean these rules that govern the use of the Service.</p>
	<p>When we say "<b>User</b>", "<b>You</b>", "<b>you</b>" and "<b>your</b>" we refer to any person or entity, other than Company, that uses, accesses, possesses, controls, or receives the Service or the App or any part thereof. The term User encompasses different categories of users which: 1) may be divided based on the category (such as Regular User, VIP, and Reporter/Journalist) 2) are using App as natural persons or as legal entities (Enterprise). The term User also includes those that access the App (within the meaning of Section 1) or attendees at an event. Users should interpret the term as referring to them unless the context suggests otherwise.</p>
	<p>When we say "<b>User categories</b>" we mean four different types of Users:</p>

	<ul style="list-style-type: none"> <li>– <b>Regular User</b> – an eligible User registering for an event with an obligation to pay the fee.</li> <li>– <b>Sponsor</b> – if a User sponsors the event, it receives a certain number of tickets in the event package at a sponsorship price that is lower than the commercial one.</li> <li>– <b>VIP</b> – a User can be marked by the Company as a Very Important Person and be differentiated from a Regular User.</li> <li>– <b>Reporter/Journalist</b> – an accredited journalist/reporter participating at an event without an obligation to pay the fee.</li> </ul>
	<p>When we say "<b>User Content</b>" we mean any content provided by User, including any entered, recorded, stored, used, controlled, modified, disclosed, transmitted or erased information and data.</p>
	<p>When we say "<b>Website</b>" we mean the websites located at <a href="https://bloombergadria.com/events">https://bloombergadria.com/events</a></p>

## 2. WHO CAN USE THE EVENTS APP AND REGISTER FOR AN EVENT?

The Service is solely intended for those who have full legal capacity.

If you are a natural person, you need to be at the age of majority (legal age) to be able to use the Service. Legal age depends on the national legislation applicable to the User (probably you need to be 18 years old). By using the Service, you represent that you are of legal age. If you are not at the required age, please stop using the App immediately.

The Service and the App is primarily aimed at businesses and companies. However, if you are using the App and registering for an event as a natural person and wish to rely on consumer protection legislation, please see Section 24 of TOU for more information.

If you are an individual User, or are accessing the Service or App, or are otherwise browsing the Website, this Agreement is between you, individually, and the Company.

If you enter this Agreement on behalf of Enterprise, you warrant that:

- (1) You have the full legal authority to bind the Enterprise to TOU;

- (2) You have read and understood the TOU;
- (3) You represent that you have the Enterprise's permission and authority to use the Enterprise's User Content;
- (4) You agree to TOU on behalf of the Enterprise that you represent.

Please note that, if you register for an event with an email address from the Enterprise (containing corporate email domain), you will be deemed to represent such Party and the word "**User**" or "**You**" in these TOU will refer to such Enterprise.

In this case, Enterprise and the individual who registered on behalf of the Enterprise are jointly responsible for the use of the Service and App.

If You register for the Service with a personal email address and there is no formal affiliation to an Enterprise, You will not be deemed Enterprise.

Companies reserve the right to manage their Users, the risks they will assume, the industries they will serve, and the locations where they will do business, including choosing to not provide Service to certain groups parties, industries, or companies in certain countries, in its sole discretion.

Unless otherwise agreed to by You and Company, in the case of Enterprise, during the Term, Company may disclose your business name as a User of the App, and You hereby grant Company the right to display your name, company, and logo in Company's marketing materials and on Company's public website, in each case in accordance with any branding guidelines You may provide to Company. If you do not agree with this, please contact [events@bloombergadria.com](mailto:events@bloombergadria.com)

Please note that some Events are available only for Bloomberg Adria subscribers. Thus, if you want to participate in such Events, you will be required to become a subscriber of Bloomberg Adria before registering for such an Event.

### **3. CONSENT AND THE SERVICE**

User shall be bound by this Agreement in any of the following situations, whichever occurs first:

- (1) Upon registering for an event. Registration entails an obligation to verify the User's email.
- (2) If User agrees to or is deemed to have agreed to the Agreement. Any use, access, or attempt to use or attempt to access the App or the Service shall be considered deemed to agree.

We will make the Service available to You pursuant to this Agreement. We will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except (a) during planned downtime (of which we will give advance notice); or (b) for any unavailability caused by circumstances beyond our

reasonable control, including, for example, a force majeure event; or (c) as necessary to update the App to ensure its security and integrity and provide the Service only in accordance with Applicable Law. Downtime excludes performance issues with individual features, external network or equipment problems outside of our reasonable control, or issues that are related to external apps or third parties.

You acknowledge that Companies may modify the features and functionality of the Service during the Term of the Agreement. Companies shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

If You are dissatisfied with the terms of this Agreement or any modifications to this Agreement or the Service, You agree that your sole and exclusive remedy is to discontinue use of the App and the Service.

#### **4. REGISTERING FOR EVENTS**

Eligible Users ([as explained in Section 2 of TOU](#)) can register for events by filling in the registration form available on the App.

After filling out the registration form, the User will receive an email confirming that the Company has received his request to participate in the event. After the Company checks the availability of the event for which the User has applied, the User will receive an email informing him that he can finalize his registration and make payment or that it is not possible to finalize the application for a specific event. Registrations are subject to acceptance and availability by Company, to be confirmed by email after completion of the registration form, the fee (if applicable) and anything else required by the Company.

The Companies, in their sole discretion, reserve the right to refuse to register and accept User's registration for the event. The acceptance of registrations are at the sole discretion of the Company and may be revoked at any time. You agree that we shall not be liable to you for loss or damages that may result from our refusal to accept your registration.

#### **5. PAYMENT AND FEES**

Anyone who registers for paid ticket events is deemed to have agreed to and accepted liability for the payments for such an event.

The event price is determined in RSD or EUR depending on the event location. For certain events, special price categories may apply such as Early bird, Special Sponsor Price, etc.

Fees (if applicable) are correct at the time of publishing. The Company may change the fees at any time, however changes will not affect registrations already confirmed by the Company.

For in-person events, any applicable fees apply to one attendee at the event and refreshments. Individual tickets cannot be shared by multiple attendees.

User must provide all the billing data complete and accurate and must promptly notify the Company if payment method has changed (for example, for loss or theft) or if User becomes aware of a potential breach of security, such as the unauthorized disclosure or use of name or password.

All sums payable to the Company hereunder shall be paid in full, without deducting or allowing the deduction of any currency conversion, wire transfer, remittance, applicable tax, or other charges related to the payment.

The payment shall be made via bank transfer or debit/credit card.

All fees paid via bank transfer shall be paid within 5 days from the issuance of the invoice by the Companies or 24h before the scheduled event. If the fees are paid 24h before the scheduled event, the User is obliged to send the proof of payment to the following email address [events@bloombergadria.com](mailto:events@bloombergadria.com) to secure the registration. All fees paid via credit/debit card are payable at the time the User submits the registration form by credit/debit card.

The fees include VAT. Other taxes and public duties are not included, save where the Company has explicitly stated to the contrary. It is each User's responsibility to bear all public duties related to the purchase of the Service.

All payments are handled by a third-party payment gateway. The Companies are not responsible for the processing of User's payment and shall not be liable for any matter in connection therewith.

## **6. EVENT CANCELLATION AND REFUND POLICY**

As a general rule, paid fees are non-refundable. However, in specific circumstances, the Company may grant a full or partial refund to a User when the event is cancelled by one of the Parties.

Refunds, if applicable, shall be made within thirty (30) days of receipt of notice of cancellation or from the date the event is cancelled by the Company.

Unless otherwise stipulated for each event, the rules defined under this section apply. However, if event cancellation or refund policy are defined for a specific event, the specific rules defined for that event shall prevail over this section.

All cancellation requests by Users must be made in writing, by sending an email to [events@bloombergadria.com](mailto:events@bloombergadria.com). If a written cancellation request is not received by 15 or more days prior to the event, the User will be liable for the entirety of the fee, regardless of attendance or absence from the scheduled event.

An 20% refund will be granted to a User when the cancellation request is received at least 15 days prior to the scheduled event. No refunds will be granted if the User's request is received with 14 days, or fewer than 14 days prior to the scheduled event.

Any cancellation request received fewer than 15 days prior to a scheduled event (or after the event date has passed) due to an extenuating circumstance may be reviewed by the Company who in turn will decide on the appropriate refund and action. Extenuating circumstances can be (but not limited to) death in the family, documented positive COVID-19 test etc.

The Company, in its sole discretion, has the right to change the date or site of an event. If for any reason the event date or site changes or the event is cancelled, then the sole liability of Company is to notify Users as far in advance as possible of such changes or cancellation.

If you are unable to attend the event because the Company changed the date or site of an event, you may be able to swap your ticket for an alternative relevant event, at the Company's discretion.

If the event is cancelled by the Company, or the event is postponed and you are unable to attend the new date, the User shall be entitled to a full refund (100%) of the fees paid for the cancelled event.

You agree that we shall not be liable to you for loss or damages that may result from our cancellation or postponements of the event.

## **Technology Failure**

In the event there is a technology failure during an on-line event and the event cannot be completed, the Company will look to reschedule the event. If rescheduling is not possible and a registration fee was paid, a full refund will be issued within thirty (30) days.

The Company is not required to refund fees due to technology issues caused by the User using non-supported devices/software, or due to connectivity issues on the part of the participant.

## **7. ACCEPTABLE USE**



To use the App and register for an event, each User must comply with these rules of acceptable use:

- User must provide complete information for registration purposes.
- User must provide accurate and up-to-date information. The User has to use accurate contact information. Using false identity is strongly prohibited.
- User must maintain the security of the registration and password, and share it solely with the authorized persons. User is responsible and liable for any use of the Website, Service, or App through User's registration, whether authorized or unauthorized. The Companies cannot be held liable for any loss, damages, or expenses incurred due to User's failure to comply with this obligation. User will be liable for all losses, damages, liability, and expenses incurred by the Companies or a third-party as a consequence of unauthorized use of the User's credentials. If you become aware of any unauthorized use of your registration on the App, you need to immediately notify us by sending an email to [events@bloombergadria.com](mailto:events@bloombergadria.com)
- User will not engage in activity that violates the privacy of others, or any misuse or unlawful processing of personal data, nor will publicly display or use the App to share inappropriate content or material. The User may not violate any applicable law or regulations in connection with the use of the Website, Service, or App.
- User will not access the Service or the App to build a competitive product or service, to build a product using similar ideas, features, functions or graphics, or to copy any ideas, features, functions, or graphics.
- User will not engage in web scraping or data scraping on or related to the App, including without limitation collection of information through any software that simulates human activity or any bot or web crawler.
- User will not automate access to the Website or the Service, including, without limitation, through the use of APIs, bots, scrapers, or other similar devices.

### **Event Code of Conduct**

The Companies wish to create an environment of kindness and mutual respect, a place where all participants are able to engage on important topics in global business, finance and society. The Event Code of Conduct is intended to outline the expectations for professional decorum at our events. We invite all sponsors, speakers, attendees, media, and other participants to help us realize a safe and positive event experience for everyone.

This Code of Conduct is in effect for all virtual, hybrid and in-person events. The Code of Conduct may be revised at any time and is not negotiable.

All determinations of appropriate or inappropriate behavior are in Company's sole discretion and the decision(s) of the Company's representatives will be final. If a participant engages in unacceptable behavior and breaches the Code of Conduct, the Companies may take any action they deem appropriate, up to and including expulsion from the event without warning or refund.

- Everyone is expected to behave in a professional manner and in accordance with local laws and regulations.
- Any form of harassment will not be tolerated. Harassment includes: offensive comments (verbal, written, or otherwise) related to gender, sexual orientation, race, religion, disability; inappropriate use of nudity and/or sexual images in public spaces (including presentation slides); deliberate intimidation, stalking or following; harassing materials, photography or recording; sustained disruption of talks or other events (whether verbal or otherwise); inappropriate physical contact, and unwelcome sexual attention.
- Event participants will refrain from any physical, written, verbal or other abuse, intimidation, threats, annoyance, harassment, stalking, pushing, shoving or use of any physical force whatsoever against any person, which in any way creates a disturbance that is disruptive or dangerous, or creates apprehension in a person, as determined by the Companies, in their sole discretion.
- It is strictly forbidden to possess any item that can be used as a weapon, which may cause danger to others if used in a certain manner, any illegal substance, including but not limited to narcotics, marijuana, or other illegal drugs. The Companies do not tolerate the use or abuse of illegal substances at an event.
- Everyone is expected to wear clothing that is suitable for a professional work environment, that is not provocative, or otherwise potentially offensive.
- The Company reserves the right to exclude any individual from participation in any event, or expel any individual currently in attendance in any event, who engages in unprofessional, disruptive or harassing behavior or who violates these TOU, Code of Conduct or any applicable laws.
- Event participants are expected to be honest and transparent with one another in their interactions with other participants with regard to the participant's name, title, company, and business intention during networking opportunities throughout the event.

- If you represent a security risk or fail to comply with Company's terms, you may be ejected from or refused entry to the event at the Company's sole discretion.
- You accept that the event may be filmed and distributed across bloombergadria.com, Bloomberg Adria Businessweek Magazine and live TV and Bloomberg Adria social media networks and photographs of attendees and participants may be taken and distributed. Please see our [Privacy Policy](#) for more information.
- Participants and attendees can make reasonable video or audio recordings and take photographs at the event, for their own personal use, and may not use recordings for commercial purposes without the prior written consent of the Company. Materials distributed by the Company may not be distributed by participants and attendees without the Company's prior written permission.
- If you have any special access requirements, please email [events@bloombergadria.com](mailto:events@bloombergadria.com) . By including special categories of personal data, such as health data, you consent to Company processing this data in accordance with our [Privacy Policy](#).
- Company is not responsible or liable for any views or content given at any event by speakers or panelists.

## **8. AGREEMENT AMENDMENTS**

Companies may revise and update these Terms of Use or any part of Agreement at any time.

You are cautioned to review the Terms of Use posted on the Website periodically. Any changes shall enter into force upon being published on the Website and/or after at least 10 days after you have received a notification from us via email. Your continued access or use of the Website after any such change will constitute your acceptance of these changes. If you do not agree to the new terms of Agreement, you must stop using the App.

## **9. ELECTRONIC COMMUNICATIONS**

By accepting these TOU, you agree to this electronic contract. In addition, visiting or sending emails to Companies constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, satisfy any legal requirement that such communications be in writing.

Please note that notifications about any amendment of TOU by [Section 8](#) (Agreement Amendments) or any material change to the Service, or the Agreement will be sent to your email, as stipulated in [Section 18](#) (Notices). We have a legal obligation to inform you about the change of the terms so you can decide whether to continue using the Service. Such correspondence does not constitute marketing or promotional emails, and you cannot unsubscribe from receiving such notifications. If you do not wish to receive such notifications, you need to terminate the Agreement.

## **10. INTELLECTUAL PROPERTY**

Unless otherwise indicated in the Agreement, the Service, App, and its entire Content (including but not limited to the original source code, Website copy, images, graphic elements, design, databases, logo or other signs, domain, trade name and business name, trademarks or service marks, any customized work and other related materials) are protected by Intellectual Property Rights of the Companies.

Any unauthorized use of the Content and/or any part of it, without the permission of the owner of Intellectual Property Rights, shall be deemed an infringement of Intellectual Property Rights. Companies will take all legal remedies to protect their Intellectual Property Rights immediately upon the knowledge of such unauthorized use.

Any copying of Content in part or whole is permitted only by written consent from Companies.

Companies also reserve all Intellectual Property Rights not expressly granted in this Agreement.

## **11. AUTHORIZATION TO USE**

You agree to use the Service only in compliance with all applicable local, state, national, and international laws, rules and regulations.

Any other use of the App or the Service, not specifically mentioned in this Agreement, by any User, is forbidden. For example, the authorization to use does not give you any right to, and You may not:

- (i) publish, copy, rent, lease, lend, sell, create derivative works or transfer in any way the App, Website, Service or any portion(s) of the foregoing;
- (ii) distribute, transmit, publish or otherwise disseminate the App, Website, Service or any portion(s) of the foregoing;

(iii) attempt to access or derive the source code or architecture of the App or work around any technical restrictions or limitations in the App;

(iv) reverse engineer, decompile, or disassemble the App, or attempt to do so;

(v) when using Internet-based features, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner;

(vi) attempt to probe, scan or test the vulnerability of the Website, Service, and/or App, or any associated system or network, or to breach any security or authentication feature or measures, and, if you are blocked by Company from accessing the Website, App or Service (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

## **12. USER CONTENT, USER DATA, AND PERSONAL DATA PROTECTION**

### **12.1. LAWFUL USE OF THE USER CONTENT**

Users are also solely responsible for all text, documents, User Data (as defined in Section 12.4), or other User Content or information uploaded, processed, entered, or otherwise transmitted in connection with your use of the Service and/or App. By accepting this Agreement, each User warrants, represents, and covenants that the User owns or has a valid and enforceable license to use all User Content. User Content will not infringe, misappropriate or violate the rights of any person or entity, or any applicable law, rule, or regulation of any government authority of competent jurisdiction.

The Companies reserve the right to refuse, limit or cancel the Service, terminate the Agreement, or remove or edit User Content at its sole discretion. Therefore, when investigating alleged violations of this Agreement, the Companies reserve the right to review your User Content to resolve the issue (such as to prevent harmful or illegal activity). The Companies may also access the User Content when providing technical support or when performing other legal obligations under this Agreement.

Nevertheless, the Companies have no obligation to monitor User Content (and will make no attempt to do so) and has no obligation to remove any User Content.

The Companies cannot be held responsible for any loss, damage, expense, or other harmful consequences to any User resulting from User Content.

## **12.2. RISK OF EXPOSURE**

The User recognizes and agrees that providing and using cloud-based services involves risks of unauthorized disclosure or exposure and by accessing and using the App, the User assumes such risks. Companies offer no representation, warranty, or guarantee that information provided by the User will not be exposed or disclosed through errors or the unlawful actions of third parties.

## **12.3. DATA ACCURACY**

Companies will have no responsibility or liability for the accuracy of data uploaded to the App by User, including without limitation User Data (as defined in Section 12.4) and any other data uploaded by Users.

## **12.4. USE OF THE USER DATA**

For the purpose of TOU, "**User Data**" shall mean data in electronic form input or collected through the App or Service by or from any User (in the broadest possible interpretation of the term), including without limitation personal data (as defined in [Privacy Policy](#)).

Unless it receives User's prior written consent, Company:

(a) shall not access, process, or otherwise use User Data other than as necessary to provide the Service and use of App;

and

(b) shall not intentionally grant any third-party access to User Data, including without limitation Company's other Users, except subcontractors that are subject to a reasonable nondisclosure agreement.

Notwithstanding the foregoing, Companies may disclose User Data as required by applicable law or by proper legal or governmental authority. Companies shall give the User prompt notice of any such legal or governmental demand and reasonably cooperate with the User in any effort to seek a protective order or otherwise to

contest such required disclosure, at the User's expense. As between the Parties, the User retains ownership of User Data.

## **12.5. COMPLIANCE WITH DATA PROTECTION LAWS**

The Companies are highly aware of the importance of protecting your personal data which we process in order to provide Services.

By registering for an event, you accept our [Privacy Policy](#) and confirm that you are familiar with the manner of collecting and processing your personal data by the Companies.

## **13. DISCLAIMER OF WARRANTIES**

Your use of Events App is at your sole risk. The Service is provided on an "as is" and "as available" basis.

Any warranty of Companies regarding the Website, Service or App (or part thereof) not expressly stated herein shall be deemed withheld. Companies disclaim, to the fullest extent permitted under the applicable law, all statutory warranties and course of performance, course of dealing, and usage related to users' expectations.

User is solely responsible for any damage User may suffer resulting from the use of the Service. No oral or written information or advice given by Companies or their authorized representatives shall create a warranty or in any way increase the scope of Companies' obligations.

Without prejudice to the generality of the previous provisions, Companies do not warrant that:

- (a) the Service will meet User's specific requirements nor that the Service will be "fit for purpose",
- (b) the Service will be uninterrupted, timely, secure, error-free, or of satisfactory quality,
- (c) the results that may be obtained from the use of the Service will be accurate or reliable,
- (d) any errors in the Service will be corrected.

Companies and/or its suppliers make no representations about the suitability, reliability, availability, continuity, timeliness, and accuracy of the Service and App.

Companies reserve the right (but has no obligation) to do any of the following, at any time:

- to modify, suspend or terminate operation of or access to the App,
- to modify, change, upgrade the App or any part of it,
- to interrupt the operation of the App or any part of it, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

without notice to Users.

#### **14. LIMITATION AND EXCLUSION OF LIABILITY**

To the maximum extent permitted by the applicable law, Companies and/or their suppliers, employees and representatives shall be liable in no event for:

- (1) any loss, damage, expense, or other harmful consequences resulting from anyone's use or inability to use the App;
- (2) any failure to apply available update, service pack, fix or upgrade that would have avoided the harmful event;
- (4) any unauthorized access to the User Content;
- (5) any unauthorized use of any User's credentials.

To the maximum extent permitted by applicable law, in no event shall Companies and/or their suppliers, employees and representatives be liable for: any indirect, punitive, incidental, special, consequential damages or any damages whatsoever (including, without limitation, damages for loss of use, data or profits, or business interruption) arising out of or in any way connected:

- with the use or performance of the App,
- with the delay or inability to use the App and the Service, including the provision of or failure to provide Service,
- with information, Website, App, Service, or otherwise arising out of the use of App, whether based on contract, tort, negligence, strict liability, or otherwise.



In the event that any of the foregoing limitations are deemed unenforceable or in the event any liability of the Companies is established, to the greatest extent permitted by law, You agree that the entire aggregate liability of the Companies and sole remedy available to any User in any case in any way arising out of or relating to the Agreement, App or the Service shall be limited to monetary damages that in the aggregate may not exceed the sum of any amount paid (if any) by that User during the twelve months prior to notice to the Companies of the dispute for which the remedy is sought. If the User had no obligation to make such payment during such a period, monetary damages that in the aggregate may not exceed the sum of EUR 100 (hundred euros).

You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between the Companies and you. You understand that the Website, Service and App would not be provided without such limitations.

Some countries do not allow the limitation of certain damages, so some or all of this limitation of liability may not apply to you and you may have additional rights. Nevertheless, if any portion of these sections is held to be invalid under the applicable law, the invalidity of such portion shall not affect the validity of the remaining portions of the applicable sections.

Section 14 does not exclude mandatory liability for:

- (a) Willful breach by the Companies of any of its obligations;
- (b) Death or personal injury caused by a Service provided by the Companies.

Neither Party shall be liable for breaching its obligations due to a circumstance they reasonably could not have foreseen and which is beyond their control, such as, e.g., a force of nature, an act of a legislative or executive authority, war, civil unrest, an act of terror, strike, non-trivial cyber attack, failure of a third-party hosting, Internet failure or any other circumstance qualifying as force majeure under the applicable law — to the extent that the respective circumstance prevented or hindered the Party's performance. For the avoidance of doubt, the provisions of this section:

- (a) are not intended to derogate from, or limit the application of, any statutory limitation or exclusion of liability;
- (b) shall not be construed to limit the amount of, or excuse User from paying, any fee or other consideration owed hereunder.

## **15. INDEMNIFICATION**

You agree to indemnify and hold the Companies harmless from any and all demands, losses, liability, claims, or expenses (including attorneys' fees) made against the Companies by any third party due to or arising out of or in connection with your use of App and the Service including but not limited to:

- your use of the Service and/or App in violation of this Agreement and any applicable law, and/or arising from a breach of this Agreement and any applicable law;
- any third-party claim of infringement of copyright or other Intellectual Property Rights or invasion of privacy;
- any activity related to your registration, be it by You or by any other person with or without your consent unless such activity was caused by the act or default of the Companies.

In addition, User shall defend, indemnify and hold harmless the Companies, their officers, directors, employees, contractors, agents, and representatives from and against all claims made by, and all damages, liabilities, penalties, fines, costs, and expenses payable to, any third party, which arise from User's:

- (a) breach of this Agreement;
- (b) use of the Service;
- (c) processing of User's personal data;
- (d) contributions to the Service; or
- (e) infringement of any Intellectual Property Rights or any proprietary or personal right.

## **16. TERMINATION**

This Agreement shall continue until either:

- (1) you cancel your registration for an event;
- (2) terminated by the Company.

### **16.1. TERMINATION BY USER**

The User may terminate the Agreement by cancelling its registration for an event in accordance with [Section 6 of TOU](#) – Event Cancellation and Refund Policy.

In the event of termination by User, the User shall be entitled to a refund in accordance with [Section 6 of TOU](#) – Event Cancellation and Refund Policy.

## **16.2. TERMINATION BY COMPANY**

Company may deny you access to all or any part of the Services or terminate the Agreement with or without prior notice if you engage in any conduct or activities that the Company determines, at its sole discretion, violate this Agreement or the rights of the Company or any third party, or is otherwise inappropriate.

Without limitation, the Company may deny you access to the Services or App or terminate this Agreement. In case of a TOU breach committed by User for whatever reason, or if applicable law compels us to do so, the Company may deny your registration.

Further, the performance of this Agreement is subject to Acts of God, war, government authority or regulations, terrorism, disaster, fire, flood, labor disputes, strikes, civil disorder, insurrection, communication line failures, power failures, curtailment of transportation, national emergency, disease or medical epidemic, pandemic or outbreaks (including COVID-19), or other similar cause or threat thereof beyond the control of the parties, making it inadvisable, commercially impracticable, illegal, or impossible to hold the event. This Agreement may be terminated for any of the above reasons without liability by written notice from the Company.

In such an event, [Section 6 of TOU](#) – Event Cancellation and Refund Policy applies.

## **16.3. TERMINATION SURVIVAL**

The following provisions will survive termination of this Agreement:

- Any obligation of the User to pay for the Service,
- [Section 10 \(Intellectual Property\)](#),
- [Section 13 \(Disclaimer of Warranties\) and Section 14 \(Limitation and Exclusion of Liability\)](#),
- [Section 15 \(Indemnification\)](#),
- [Section 21 \(Jurisdiction and Choice of Law; Dispute Resolution\)](#),
- [Section 22 \(No Class Action\)](#),
- Any other provision of this Agreement that must survive to fulfill its essential purpose.

## **17. SEVERABILITY**

If any provision of this Agreement is found invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

If any provision of this Agreement violates any mandatory rule of the applicable law and proves to be void as a result thereof, such provision shall, for those specific circumstances and only in that particular respect in which it is void, be deemed to have been amended to comply with the law. Any such amendment shall be confined to the minimum necessary to make the provision valid and shall retain as much of its original ambit and meaning as possible.

## **18. NOTICES**

All notices to the Companies shall be provided to [events@bloombergadria.com](mailto:events@bloombergadria.com) or to the address specified in the introduction Section of this TOU.

Companies may give notice to a User via the email address associated with the User's registration or (exceptionally) by mail or courier to the address provided for that User.

Notice shall be deemed to have been received:

- (1) the next day if given via email;
- (2) five workdays after posting the notice via courier or registered post. By workday, we mean workdays at Company's registered seat.

## **19. NO WAIVER**

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.

## **20. LINKS TO THIRD-PARTY WEBSITES**

Should Companies enable access to data from another service provider through linking, Companies do not carry responsibility for such information.

The Website may contain links to other websites, owned by other legal or natural persons. Each of these websites has its terms of use and privacy policy on handling personal data, which may differ significantly from those which are applied to the

use of this Website. Companies have no control over such websites and shall not carry any responsibility neither for the availability of those websites nor for the terms of use and privacy policy that apply to their visitors and users.

Placing links to third-party websites on the Website does not in any way imply that Companies recommend or approve services or products offered through such websites.

## **21. JURISDICTION AND CHOICE OF LAW; DISPUTE RESOLUTION**

a) If the Agreement is concluded with **Arena News**:

This Agreement and any matter or dispute arising out of or related to the subject matter of the Agreement shall be governed, construed, and enforced in accordance with the Laws of the Republic of Serbia, without regard to its conflict of laws rules. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

b) if the Agreement is concluded with **HD-WIN**:

This Agreement and any matter or dispute arising out of or related to the subject matter of the Agreement shall be governed, construed, and enforced in accordance with the Laws of the Republic of Croatia, without regard to its conflict of laws rules. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

c) If the Agreement is concluded with **Arena sport**:

This Agreement and any matter or dispute arising out of or related to the subject matter of the Agreement shall be governed, construed, and enforced in accordance with the Laws of the Republic of Slovenia, without regard to its conflict of laws rules. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

Mindful of the high cost of arbitration, you and the Companies agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to: (i) the Website; (ii) this Agreement; (iii) the Service; (iv) the breach, enforcement, interpretation, or validity of this Agreement; or (v) any other dispute between you and the Companies ("**Dispute**"), the Party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other Party (by first-class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving Party 30 days in which to respond to or settle the Dispute ("**Mandatory negotiations**").

Notice shall be sent:

- (1) if to **Arena News** at: Vladimira Popovića no. 6, floor M, office B 31-35, Novi Beograd, the Republic of Serbia.
- (2) if to **HD-WIN** at: Radnička cesta 180, Zagreb, the Republic of Croatia.
- (3) if to **Arena sport** at: Šlandrova ulica no. 4b, Ljubljana, the Republic of Slovenia.
- (4) if to you at: your last-used address in your registration information or the address of the registered seat of the company (for an Enterprise).

If no such address exists, or if the delivery to such address is unsuccessful, the notice shall be sent to the email address connected to that User.

Both you and the Companies agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any arbitration or filing any claim against the other Party.

Failing to resolve the dispute as described in previous paragraphs of this Section, any controversy or claims arising out of or relating to this Agreement, or the breach thereof, shall be finally settled by arbitration administered by the Belgrade Arbitration Center in accordance with its Rules of the Belgrade Arbitration Center (the Belgrade Rules) and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The seat of arbitration shall be in Belgrade.

If the above agreement, with respect to arbitration, proves to be void or unenforceable, all disputes to which it was intended to apply shall be subject to the exclusive jurisdiction of the competent court in the registered seat of the Company with whom you have concluded an Agreement. In such a case, the Mandatory negotiations clause remains applicable as a precondition to initiating court resolution of the dispute.

Notwithstanding the provisions above, the Companies may, at their absolute discretion, assert and seek the protection of its Intellectual Property Rights and rights concerning confidential information or data processing anywhere in the world.

## **22. NO CLASS ACTION**

Except where prohibited by law, as a condition of using the App and/or Service, you agree that any and all disputes, claims and causes of action arising out of or connected with the App and/or Service, shall be resolved individually, without resort to any form of class action.

Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted.

Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **23. ENTIRE AGREEMENT**

This Agreement (as amended from time to time) including any linked documents or documents that are expressly included in the Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to that subject matter.

In case of conflict between any provision herein and any statement, representation, or other information published on the Website or contained in any other materials or communications the provision in the Agreement shall prevail.

## **24. CONSUMER PROTECTION RIGHTS**

Under the applicable laws, Consumer is a person who purchases goods and services for personal use (hereinafter: "**Consumer**").

Therefore, if you are using the App and registering for an event as a natural person (and not in any professional capacity, nor on behalf of an Enterprise), you fall under the category of Consumer and specific consumer protection rules apply in accordance with the applicable laws.

### **24.1. Cooling-off period**

As a general rule, under applicable Consumer protection regulations you have the right to return purchases made online or through other types of distance selling, within 14 days for a full refund. You can do so for any reason – even if you simply changed your mind.

However, the 14-day cooling off period does not apply to all purchases. Namely, the 14-day cooling off period does not apply to services related to leisure activities (such as concert tickets, theater tickets, or tickets for different events) if the contract stipulates a specific term or period of execution.

Therefore, Consumers are not entitled to the 14-day cooling off period for the event ticket purchases made via the Bloomberg Events App. However, Consumers are entitled to a refund in accordance with the generally applicable events cancellation and refund policy, as described in [Section 6 of TOU](#).

### **24.2. (Non)conformity of a service and Consumer complaints procedure**

The meaning of (non)conformity of a service may vary depending on the applicable consumer protection law. However, as a general rule, a service is not in conformity with the contract if:

- 1) in terms of content, quality and purpose, it does not correspond to the description given by the seller in an advertisement or in another similar way before the conclusion of the contract;
- 2) does not correspond to the description given by the seller during the provision of the service, provided that this could have influenced the consumer's decisions;
- 3) does not have special properties that were requested by the consumer, and which were or should have been known to the seller at the time of concluding the contract;
- 4) does not have regular characteristics of services of the same type;
- 5) does not meet the expectations based on the nature of the service and the seller's public promises regarding the special features of the service, especially if they were made through an advertisement;
- 6) in terms of content, quality, and purpose, it does not correspond to the description given by a third party on behalf of the seller before the conclusion of the contract, in an advertisement or in another similar way.

If the Service is not in accordance with the contract, the Consumer can request the seller to perform a corresponding service.

If the performance of the corresponding Service is impossible or illegal, the Consumer may demand termination of the contract. If the performance of the corresponding Service represents a disproportionate burden on the seller, the Consumer may demand a price reduction or termination of the contract.

If you think that the Service is not in conformity with the contract, please contact us at [events@bloombergadria.com](mailto:events@bloombergadria.com)

### **24.3. Out-of-court procedures**

#### **a) If you conclude an Agreement with Arena News (the Republic of Serbia)**

Arena Sport hereby informs the Consumer about the possibility of resolving the dispute out of court, before the Body for out-of-court settlement of disputes, in accordance with the current Law on Consumer Protection.



The seller is obliged to participate in the out-of-court settlement of consumer disputes initiated by the Consumer.

In order for the Consumer to initiate the out-of-court dispute resolution procedure, it is necessary that the Consumer:

1. filed a complaint to the seller or
2. stated an objection to the seller

In this regard, the seller has the obligation to:

- receive the reported complaint
- electronically confirm the receipt of the complaint, that is, communicate the number under which the Consumer's complaint was filed
- without delay, and at the latest within eight days from the date of receipt of the complaint, respond to the reported complaint in writing or electronically

The seller has a deadline for resolving the complaint, which cannot be longer than 15 days, from the day the complaint is submitted.

After receiving the response to the reported complaint, the Consumer can initiate an out-of-court (or court) procedure for resolving the consumer dispute. The procedure for out-of-court settlement of disputes is urgent.

Initiating and conducting the procedure for the out-of-court resolution of a consumer dispute does not exclude and does not affect the exercise of the right to judicial protection.

**b) If you conclude an Agreement with HD-WIN (the Republic of Croatia) or Arena sport (the Republic of Slovenia)**

According to Regulation 524/2013 on the online resolution of consumer disputes, disputes related to online purchases can be resolved through the ODR platform, which can be accessed [here](#).

This means that in the event of a problem during an online purchase within the EU, a complaint can be submitted at the above link.

The platform can be used by both consumers and traders, and complaints can be filed in any of the 23 official languages of the EU.

We invite Customers to always contact us first via [events@bloombergadria.com](mailto:events@bloombergadria.com) so that we can help solve the problems as quickly as possible.

The customer will be answered within the legal term, and in accordance with the applicable laws.