# 2021 Blackboard Teaching and Learning Conference Asia Pacific (Event) Terms and Conditions & Privacy Policy

By registering for the 2021 Blackboard Teaching and Learning Conference Asia Pacific (the "Event"), a symposium of learning and sharing best practices in digital teaching hosted by Blackboard International B.V. ("Blackboard"), you consent to the following Terms and Conditions:

Each registration for the Event includes access to the following for one (1) registered attendee ("Attendee" or "you"):

- Keynote sessions
- Breakout sessions
- Networking break activities
- On-demand access to session recordings

## Attendee Information and Data Collection

This Event is taking place virtually through our online partner EventsAir ("EventsAir"). By registering for the Event, you consent to Blackboard's collection and storage of the information provided on the registration form and any information included in your Event profile and provided or collected while at the Event within the virtual event platform, including but not limited to, contact information, session tracking, engagement tracking, chat activities and transcripts, document downloads, post event survey data, and polling data ("Attendee Information") in the United States and elsewhere in the world and to Blackboard's use of such Attendee Information for the following purposes:

- To organise and conduct the Event (which involves sharing the necessary information with our suppliers that perform services related to the event);
- To further improve the delivery and organization of this and future events by gathering and using data on the Event and session attendance;
- To send you information about the Event, including without limitation, logistics, promotions and surveys;
- To send you information about other Blackboard organised events and events that Blackboard is contributing to; and
- For promotional and marketing purposes.

You consent to the use of Attendee Information by EventsAir in accordance with its privacy statement located <u>here</u> "**EventsAir Privacy Policy**"). In addition, you consent to EventsAir's own use of your Attendee Information, so long as it is in aggregated form, for internal business purposes, including benchmarking and product improvement.

Sharing your information within Blackboard and with Sponsors and third-party service providers We will share the Attendee Information with other Blackboard teams around the globe where necessary to achieve the purposes listed above.

We may use third parties for handling the registration and hosting the Event. When you register, you will be accepting their terms and conditions and privacy policy. The third parties will handle your information in accordance with their terms and privacy policy and under our instruction.

We may also use other third parties to assist with this Event and may share Attendee Information with them where necessary for the third party to support the Event. Our contracts with third parties require them to only use your personal information as instructed by us and to keep it confidential.

In addition, Blackboard will provide the Attendee Information to Event sponsors ("Sponsors") if you have optedin to receiving emails from Sponsors. You agree that Attendee Information collected by you of other Event Attendees can only be used for networking purposes. Using Attendee Information for your own, your employer's or any other organisations' marketing purposes and providing or selling this information to data brokers or other third parties is expressly prohibited unless expressly permitted by Blackboard.

If you are located in the European Union or other regions with data transfer restrictions, please note that we may transfer information, including your personal information, to a country and jurisdiction that are not considered to have data protection laws equivalent to your jurisdiction. Blackboard is Privacy Shield certified and additionally uses EU-approved standard contractual clauses to legitimately transfer EU personal information to the US and other jurisdictions that are not considered equivalent.

## Audio / Video / Media Disclaimer

From time to time, Blackboard and/or its contractors will record, photograph and/or stream the various aspects and activities of the Event, for both archival and promotional purposes. By attending the Event, you grant to Blackboard, its contractors, and their respective assigns the absolute right and permission to use your name, voice, photograph, post event testimonial collected in the post-event survey, and/or likeness in any and all advertising and promotional materials, in any manner or media whatsoever, for purposes of advertising, trade or promotion; and the absolute right and permission to use your name, photograph and/or likeness, and voice as recorded on the footage and/or photographs or other session recordings featuring your participation at the Event. You acknowledge and agree that you shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, or distortion of Your name, photograph, testimonial, video, film or session recording image, or likeness. You further grant Blackboard permission to use Attendee Information and/or any feedback you provide for marketing and promotional purposes. If you have any questions or concerns, please contact us at APACMarketing@blackboard.com.

### Attendees Recording: Attendees Audio / Video / Media Policy

You may not reproduce or record any written materials, the virtual meetings or video, if any, provided by Blackboard or any of their speaker(s) during the Event in their entirety and distribute them in any form. Photos and/or recordings may not be copied, altered, sold, exhibited or further distributed. You may not create audio or video recordings of the Event presentation, in its entirety or any portion of the Event presentation, given by Blackboard or any of their speaker(s) during the Event. You may not use the name, likeness of Blackboard or any speaker's biographical information, including but not limited to, their name, trademark and logo in connection with the Event. You may reproduce and disclose material explicitly made available publicly by Blackboard for further use such as sharing it on social media. You may also record and reproduce screenshots of the Event for social media use. Blackboard reserves the right to make changes to this policy at any time.

### **Conflicts of Interest**

You agree that are fully aware of, and have complied or will comply with, all ethical obligations and any other restrictions placed on you by your employer(s) and any other organisations with which you are affiliated, with respect to your attendance of the Event, your participation in promotions/contests at the Event, and your acceptance of giveaways at the Event by Blackboard or any Sponsor. You agree that there are no issues or

conflicts barring you from attending the Event. You understand that it is solely your responsibility, and not that of Blackboard, to ensure your compliance with any such ethical obligations or restrictions.

## **Registration Materials Handling**

All correspondence related to the Event will be handled electronically at the email address provided on the registration form. Event registration materials and information will not be mailed.

## Event code of conduct

Blackboard values collaboration and community. We want our Event to provide an opportunity for all participants (including staff, presenters, attendees, sponsors, and vendors) to collaborate, learn, participate, and network in an environment that is productive and respectful. We expect participants to be courteous and act professionally at the Event and to interact and communicate in ways that are appropriate for a professional audience from diverse backgrounds.

Behaviors inconsistent with these expectations include:

- Conduct, language, or other action inappropriate for a professional setting that negatively refers to a participant's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance.
- Harassment of a participant based on a participant's race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, genetic information, or physical appearance, whether by conduct, language, or other action.
- Problematic conduct and language may include the nature and manner of communications (including through jokes or imagery), uninvited contact or following, and unwelcome sexual attention, among other behavior

For all chat interactions during the Event, we expect participants to abide by the event's code of conduct to ensure the environment remains productive and respectful. The following chat guidelines will further help ensure we maintain an inclusive community throughout our event:

- Be respectful of others.
- Avoid conflicts and arguments.
- Use common sense, kindness, and consideration together with the guidelines outlined above.

Attendees shall follow EventsAir platform terms of use.

## **Right of Refusal**

Blackboard reserves the right to deny and/or terminate the attendance and/or registration to any individual, attending group, or entity for any reason, at Blackboard's sole discretion, including for past or present failure to meet the code of conduct of our events. The non- complying attendee may be also banned from certain activities, prohibiting the participant from attending future Blackboard events. Participants asked to stop any harassing or other behavior inconsistent with our code of conduct are expected to comply immediately. If the participant is a Blackboard employee, Blackboard also reserves the right to take full disciplinary action pursuant to our internal policies. Blackboard will use its discretion to determine when and how to follow up on reported incidents and may decline to take any further action and/or may direct the participant to other resources to address the concern.

### **Reporting an issue**

If you feel that a participant is not adhering to the code of conduct, please submit a report with your name, phone number and contact details and a description of the situation to hellotlc@blackboard.com.

The reporting mechanisms under this code of conduct are not intended to address criminal activity or emergency situations. If you have been the victim of a crime or there is an emergency, please contact the appropriate municipal authorities, such as the police, fire, medical or other emergency responder.

### Limitation of Liability

You agree that you will not hold any of Blackboard Inc., or any of their respective affiliates, officers, directors, agents, employees, clients or representatives, liable for any claims arising from or related to your participation in the Event including, without limitation, claims based on or your property, libel, slander, defamation, invasion of privacy/publicity, portrayal in a false light and any claim relating to the exercise of the rights granted above, except for claims for personal injury or death caused solely and directly by the willful misconduct of such party. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY SUCH PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES.

By checking the box, you agree to these Event Terms and Conditions and consent to Blackboard's collection and storage of the Attendee Information in the United States.