



Fujitsu ActivateNow Event Terms&Conditions

Welcome

We are glad, that you have found your way onto this site, which is giving you important and useful information on the terms and conditions for Fujitsu ActivateNow. Please take a little time to read the following thoroughly. If you like, you can save or print this text via mouse-click.

By the terms "you" or "user" we refer to you, as registering natural person as well as to the company you are representing. By registering you confirm that you are an authorized representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the following Terms and Conditions to become binding also for your company.

What we expect you to comply with

Subject to these Terms and Conditions and our policies (including our Data Privacy Policy), we grant you as representative of your company a limited, non-exclusive, non-transferable, and revocable right to join the Event ActivateNow and to use our services in and around the event Fujitsu ActivateNow, as further set out below. You agree that you will comply with this Terms and Conditions, apply for, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our services does not give you ownership of any intellectual property rights in our services, products or the content you access.

Every Participant has the responsibility to keep his/her personal registration data as well as his/her personalized URL safe. The personalized URL is not transferable. It is within the Participant's sole responsibility to secure his/her personalized URL and avoid any misconduct. In case you should discover that there might exist any danger of misuse of your personalized URL or your personal registration data, you shall immediately inform Fujitsu. Fujitsu shall then take measures to deny access to the respective registration data and URL without undue delay. Notwithstanding the above however, Fujitsu shall not be liable in contract, tort or under any legal theory that might considered to be applicable, for any damages resulting from the abuse of any registration data and/or personalized URL, unless such abuse was caused through the intentional or gross negligent behavior of an Fujitsu employee or a third party acting on behalf of Fujitsu. In addition, Fujitsu reserves the right, at any time and without having to indicate any specific reasons, to cancel or limit the Participant's right to access by blocking its URL.

In addition, when joining the Event, in particular in your communication, you shall ensure not to engage in any of the following activities: i) breach public morality in your manner of use and/or communication; ii) violate any intellectual property right or any other proprietary right; iii) upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data; iv) transmit, store or upload hyperlinks or contents to which you are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful;

What are our Terms and Conditions for Fujitsu ActivateNow

I. General

1. General: The Event is offered exclusively for business customers and partners who are in contact with Fujitsu or wish to get in contact with Fujitsu. You must not be minor and you may participate in the Event upon confirmation of your registration by Fujitsu. Please note that you act for and on behalf of your respective company. As such, you must be authorized by your company to register for the Event and represent your company during the Event. If the context or purpose of each paragraph so requires, the terms "you" and/or „Participant" used in these Event Conditions shall include both the Participant and the Participant's Company.

2. Registration: Participation in the Event is only possible after Fujitsu has confirmed the Participant's registration in writing, including text form. Fujitsu reserves the right to refuse registration without giving reasons. The registration for the Event is only possible via the respective Event website. Submissions by e-mail, telephone, fax or post will not be accepted.

3. Cancellation/Changes: Participants may cancel participation in the Event at any time, however in the event of non-participation for any reason whatsoever, the Participant shall have no claim whatsoever against Fujitsu. The right to participate in the Event cannot be transferred to another person without the prior consent of Fujitsu. Fujitsu reserves the right to change, replace or cancel all or individual parts of the Event. Should this be necessary, Fujitsu will inform the Participants as soon as possible. Fujitsu shall also be entitled to use other speakers instead of those announced or to change the program of the Event.

4. Elements of the Event: The Event includes only the elements explicitly mentioned in the invitation and on the event website. Some elements of the Event may be provided by third party suppliers (e.g. partners, service providers etc.). Subject to paragraph IV of these Event Conditions, Fujitsu shall have no liability in relation to any event elements provided by a third party supplier. Third party suppliers may stipulate their own terms, conditions, restrictions or safety instructions, which need to be accepted by Participant as a condition for getting or using the event element.

5. Copyright: Any material, information, content, text or other files can be wholly or partially subject to the copyright of third parties or Fujitsu. All trademarks and brand names that are mentioned in the Event and on its material are possibly protected by third parties unrestrictedly subject to the provisions of the respective valid labeling act and the ownership rights of the registered owners. The fact that a trademark has merely been named in the Event should not imply that trademarks are not protected by the rights of third parties or of Fujitsu. Any material shared or disclosed during the Event may only be used personally by the Participant and may only be reproduced, published or otherwise passed on to third parties in whole or in part with the prior written consent of Fujitsu.

6. Videos and photos: Your recording of the Event, e.g. on audio or video tapes, is not permitted. Fujitsu is entitled to make or have made commercial picture and video recordings of the Event and to use them for marketing purposes.

7. Review: Following the Event, Fujitsu may contact you by e-mail or phone in order to review the Event, to learn about your opinions on the Event or to provide you further information on the Event.

II. Compliance

1. General: Fujitsu provides the Participant with the opportunity to participate in the Event. It is the sole responsibility of the Participant to ensure that the participation in the Event is not in contradiction with the strategy of the Participant`s company.

At Fujitsu's request, the Participant is required to provide evidence that participation in the Event complies with the internal rules and policies of its company. Fujitsu may exercise this right even after the Event has ended.

Each Participant is responsible for ensuring that the participation data is correct. Participants using any unauthorized assistance or tools or obtaining an advantage in any way via any type of manipulation shall be excluded from the Event. Fujitsu also reserves the right to exclude participants from the Event who infringe these Event Conditions or who provide participant data that should prove to be false.

The Participant is obliged to comply with the requirements of Fujitsu's Global Business Standards. The Participant shall comply with all applicable event and anti-corruption laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations of where the Participant resides or does business in connection with the transaction(s) contemplated by this event and in connection with any other business transactions involving Fujitsu and the Participant.

The Participant covenants that it has not and shall not, in all activities in connection with the performance of this Event, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business. The Participant shall not instruct, cause or permit any third party to violate the conditions set forth in this paragraph on behalf of the Participant or Fujitsu.

In the event of a failure to comply with this paragraph, the Participant shall notify Fujitsu immediately in writing.

Fujitsu reserves the right to exclude a Participant from the event if it has a good faith belief that the Participant has breached, or has caused a breach of this paragraph.

2. Public officers: For public officers, Fujitsu strives to avoid any sign that an invitation to the Event may be construed as inappropriate influence, or even as an attempt at bribery or undue advantage, and that it may conflict with the applicable instructions for acceptance of invitations. Any invitation to an officer is therefore subject to approval by the employer. If applicable, Fujitsu will approach the official with a request to provide an employer's permit, signed by the appropriate representative of the employer, confirming that participation in the event is consistent with the applicable rules and the level of benefits allowed. If necessary, this employer's permit may be a mandatory prerequisite for participation in an event.

III. Data Privacy

1. The Participant herewith explicitly agrees that her/his company's name can be published on the Event web site for Event purposes.
2. The Participant hereby expressly agrees that his/her first name and last may be published on a list of participants, in addition to the company name, in the Event documentation.
3. Fujitsu will use the personal data provided within the scope of the registration exclusively for the purposes of contract execution, including monitoring and tracking your usage behavior during the Event and transferring your personal data within Fujitsu Group. A transfer to third parties, in particular to ON24, Inc. in the USA as well as its service providers is necessary for this purpose. Please read carefully the further details, which can be found on the Data Privacy Statement for the Event.
4. If the Participant withdraws his/her consent under data protection law, Fujitsu may no longer use the corresponding personal data from this point in time. Should this result in disadvantages for the Participant, the Participant cannot derive any legal claims against Fujitsu. The revocation of a consent by the Participant shall also be deemed as withdrawal of the Participant from the Event.
5. Fujitsu is obliged to comply with the applicable statutory data protection regulations (including, but not limited to, the General Data Protection Regulation of the EU). Further information can be found in the Fujitsu Privacy Policy and the Data Privacy Statement for the Event.

IV. Limitation of Liability

1. Fujitsu shall only be liable for damages caused by Fujitsu or one of its representatives as a result of intentional or grossly negligent acts or as a result of a breach of essential contractual obligations. Fujitsu shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability should be mandatory at law. As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these Event Conditions, it is limited to €10.000,- per damaging incident, up to an aggregate maximum sum of €50.000,-. This limitation of liability does not apply to damages resulting from injury to body or health or to cases of liability under the Product Liability Act. A change in the burden of proof to the disadvantage of the Participant is not associated with the above provisions.
2. Fujitsu shall not be liable for any claims, losses or damages arising out of or in connection with the Participant's failure to comply his obligations, in particular in respect of Sections II and III. The Participant indemnifies Fujitsu against any such claims, losses or damages.
3. The Participant acknowledges that Fujitsu expressly excludes any liability for the continuous technical availability of the Event. Fujitsu additionally reserves the right to stop operating and/or providing fully or partially the Event or limit the access to it at any time and without further notice.
4. As far as any information originates from a third party, it has been adopted without any alteration, unless indicated otherwise. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the Participant, shall be limited to cases of gross negligence or intentional behavior of Fujitsu.

V. Content and material of the Event

1. General: Please note: Fujitsu makes no representation that any content, information, software and/or documentation showed, offered or otherwise communicated during the Event are appropriate or available for viewing or downloading at locations in other countries worldwide. Any and all Participants are themselves exclusively responsible for compliance with all applicable local laws. Access to the Event's content information, software and/or documentation from countries, where such content is unlawful is expressly prohibited. If software, services and/or products are offered for download by Fujitsu, any and all use of such software and/or products shall be subject to the relevant license conditions of the legitimate supplier or manufacturer (license agreement).

2. Export Control: The cross border performance of services, including of technical know-how and/or service/product documentation may require - for example on account of their destination, nature or purpose - official or government approval. As far as such services are destined for performance abroad, and/or products and/or documentation are destined for export, you and Fujitsu shall cooperate in providing information on request as necessary to obtain any required licenses and approvals in accordance with the valid export control regulations of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) or any other affected country. You shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time. An infringement of the provisions in this section shall be considered as a fundamental breach and you shall be exclusively liable for any resulting damages. Fujitsu shall not be obliged to supply products or perform services if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union, and the United States, Japan or other countries.

VI. Applicable law and jurisdiction, final provisions

1. Applicable law and place of jurisdiction: The Fujitsu ActivateNow Event is provided to you by Fujitsu globally, represented by your local Fujitsu entity. The law of the country in which the organizing Fujitsu company has its registered office shall apply, excluding conflict of laws provisions. The place of jurisdiction shall be the registered seat of the Fujitsu company organizing the Event.

2. Central Europe Participants: For all Participants with registered seat in Central Europe (Germany, Austria, and Switzerland) your partner and organizer is Fujitsu Technology Solutions GmbH, Germany. German law applies, excluding conflict of laws provisions. The place of jurisdiction shall be Munich, Germany.

3. Final provisions: Should any of these Event Conditions be or become invalid, this shall not affect the validity of the remaining conditions. Deviating general terms and conditions of the Participant shall not apply.