

Momentum Illuminate 2025 Registration Terms and Conditions

These Terms and Conditions (the "**Terms**") are applicable to the purchase of registration ("**Registration**") by you ("**You**" or "**Your**") for the Momentum Illuminate Event held on 11-13 August 2025 in Sydney Olympic Park, NSW, Australia (the "**Event**") hosted by Ungerboeck Systems International Pty Ltd. ("**Ungerboeck**" or "**Momentum**"). By the purchasing of Registration, You hereby agree to be bound by the Terms set forth below.

- All Registration sales are FINAL and non-transferable. There will be no Registration returns, exchanges or cancellations.
- Where You purchase Registration on behalf of another attendee or multiple attendees (the "**Attendees**"), such Attendees are bound by these Terms.
- The price of each Registration is fixed and is non-negotiable. Please note that Registration cannot be redeemed against cash, credits, or any other benefits.
- The fee for the Registration covers entry for the duration of the Event only and is exclusive of all travel, accommodation, insurance and other costs (all of which must be arranged and met by You).
- Momentum reserves the right to change, modify, or alter any aspect of the Event (including, without limitation, the appearance of any performer, speaker or artist, and/or the order of performance of any performer, speaker or artist), at any time, for any reason whatsoever, without any prior notice or compensation to You.
- The bearer assumes full responsibility for the Registration, once (s)he receives it. Momentum has no liabilities - financial, legal, or otherwise - in case the delivered Registrations are stolen, lost, damaged, destroyed or rendered unusable in any other way.
- By registering for the Event, you agree that Momentum may share your email address and other information You provide during the registration process in the Event App and with the Event sponsors.
- The views expressed by any speakers at the Event are their own. Momentum shall not be liable for the views, acts or omissions of any such speaker or any other attendee at the Event. Any information given or distributed as part of the Event shall not constitute advice and should not be relied upon.
- By entering the Event, You assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Event, whether occurring prior to, during, or subsequent to, the Event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever. You understand that Your use of Your Registration is contingent upon Your voluntary assumption of the risk and danger that may result from, or be incidental to, Your presence at the Event, whether occurring prior to, during or after the Event, including, but not limited to, any actions or omissions of Momentum or the venue.
- While attending the Event you and your Attendees will comply with:
 - all applicable law, including (but not limited to) all health and safety legislation and requirements;
 - all instructions given by Momentum, the venue or on either party's behalf, including (but not limited to) in relation to any security arrangements; and the terms and conditions of the Event venue.

- Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- Momentus shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses ((i) to (ix) together being "**Losses**"), whether or not we were advised of the possibility of such loss by you, any Attendee or any third party.
- You shall indemnify Momentus and keep Momentus indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by You or your Attendees of these Terms.
- By attending the Event, You understand, agree and acknowledge on behalf of yourself and any Attendees that (i) You may be photographed and filmed, and (ii) You hereby provide Momentus with Your absolute, express consent to be photographed and filmed. You further understand and agree that these images and/or recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for archival, promotional, and/or commercial purposes, in any manner, and in any media, now known or hereafter discovered, without any compensation to You. Your name, image and/or Your likeness may be captured as part of and/or used in connection with any broadcast/stream, audio, visual, or audio-visual recording, photograph, or other reproduction or other publication of the Event (the "**Footage**") and may also be used by or on behalf of the Company or any of the Company's parent entities, subsidiaries, affiliates, partners, sponsors, officers, shareholders, successors or assigns for any purpose, including, but not limited to, archival, promotional, and commercial purposes, without any compensation to You. You waive all other rights in and to the Footage, including, but not limited to, all claims of so-called moral rights.
- At the Event, there may be camera surveillance for the purpose of ensuring the safety and proper operation of the Event. The footage may be registered or stored by Momentus or the venue for the purpose of ensuring the security and safety of Event attendees and the enforcement of and compliance with the safety regulations on the Event site.
- Any recordings made by Registration holders on or near the Event site may not be used for commercial or public purposes, unless consented to by Momentus (including, without limitation, having ads run on or beside such videos on YouTube and other video sharing websites).
- The maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the obligations of Momentus under these terms be limited to a sum equal to the amount of the fee paid for the Registration.
- In no event shall Momentus be liable for any claim unless written notice is given within six (6) months from the date of the loss. No suit for any cause may be maintained against Momentus unless it is commenced within one (1) year after the Event. The parties hereto specifically consent to personal jurisdiction of said courts.

- These Terms are subject to the laws of the Federal Republic of Germany. The sole venue for all disputed and controversies arising out of this Agreement shall be Munich, Germany. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
- You unconditionally agree that the terms and conditions contained herein and/or referenced herein represent the entire Agreement between You and Momentus with respect to its subject matter, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter which contradict these terms, including, but not limited to, the text contained on the back of the actual ticket and/or any contrary understanding or agreements between You and the Company. You further confirm that there are no other agreements between You and Momentus. You unconditionally agree to be bound by any and all of the terms and conditions contained herein and/or referenced herein and any additions, changes and/or modifications thereof, which may be made from time to time without prior notice to You.
- If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible so as to effect the intent of the parties hereto, and the other provisions contained herein will remain in full force and effect. Momentus failure to insist upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.