



Platform Pioneer Summit 2022 Terms and Conditions

Mirakl is organizing the Platform Pioneer Summit US 2022 and the Platform Pioneer Summit EMEA 2022 (each, an “Event”).

Regarding Platform Pioneer Summit US 2022, these terms and conditions (the “Terms”) are an agreement between Mirakl Inc, a company incorporated in Delaware, which registered offices are located at 212 Elm Street, Suite 400, Somerville, MA 02144, USA (“Mirakl”) and the person completing the online registration form (“you”, or the “Attendee”).

Regarding Platform Pioneer Summit EMEA 2022, these terms and conditions (the “Terms”) are an agreement between Mirakl SAS, a company incorporated in France, which registered offices are located at 12 rue de Lübeck, 75116 Paris, France (“Mirakl”) and the person completing the online registration form (“you”, or the “Attendee”).

By attending or registering for the Event, accessible through the website www.miraklsummit2022.com (the “Site”), you confirm that you have read, understand and agree to these Terms which govern your online registration process and your attendance at the Event. The Terms may be modified at any time by posting a revised version on the Event website. By attending the Event, you agree to the latest version of these Terms

1. Invitation and registration

Participation to the Event is made by registration on the Site, whether you apply for the EMEA or Americas Summit; and is free of charge. In order to confirm your participation, you must complete the registration process which is described in your invitation at least 24 hours prior to the Event date. All invitations are strictly personal, you may not trade, switch or assign it to any third party without Mirakl’s prior approval.

All registrations to attend the Event are subject to prior approval of Mirakl, Mirakl having the right to accept or refuse an application in its sole and entire discretion, without needing to send a justification in case of refusal. In the Event no confirmation is sent to you regarding your attendance to the Event, you shall consider that your attendance was refused.

If your registration is accepted by Mirakl, you will receive a ticket that will allow you to join the Event. In the event you lose this ticket, you can file a request on the Site by submitting the form “Looking for your ticket?”.

2. Use of the Summit Mirakl Platform

You will be able to connect to the Summit Mirakl Platform via your email address, the creation of a profile account will be offered and will be necessary for you to attend the sessions of the Event.

3. Cancellation by You

You may cancel your registration at any time via the Site.



4. Cancellation by Mirakl

Mirakl may cancel or postpone the Event at any time, with or without justification. Mirakl is not responsible for any expenses, or any damages, direct or indirect, resulting from any postponement or cancellation of the Event. Mirakl assumes no responsibility if the Event is altered, rescheduled, postponed or cancelled due to a fortuitous event, unforeseen occurrence or any other event that renders performance of this conference inadvisable, illegal, impracticable or impossible.

5. Event Program

The Event Program is available on the Site. Mirakl reserves the right to change it at any time without notice.

6. Data Protection

As a Data Controller, Mirakl processes your personal data according to its [Privacy Policy](#) available on the Site. Any use of your data will be made in compliance with said Privacy Policy.

Mirakl also commits to implement sufficient security policies to ensure the protection of your data, mainly by implementing appropriate technical and organizational measures.

7. Confidentiality

Unless you have obtained the prior approval of Mirakl, you shall keep the content of the Event strictly confidential and for your personal use, which cannot be to the detriment of Mirakl.

8. Intellectual Property Rights.

All intellectual property rights related to the Event or its content, including all material distributed or related to it, are owned by Mirakl, or by its business partners. You shall not reproduce or allow anyone to reproduce Mirakl's or its business partners' trademarks and/or materials made available during the Event. Nothing in these Terms shall give you any rights to the intellectual property owned or used under license by Mirakl or its business partners. All such intellectual property rights shall remain the exclusive property of Mirakl or its business partners.

9. Protection of Speakers

You shall not film or record the Event. Mirakl will pursue all remedies at law and equity against any unauthorized recording by an Attendee of the Event. Photos of Mirakl's employees and partners speaking during the Event (collectively, the "Speakers") are available on the Site. Attendee understands that Mirakl has obtained the authorization of the Speakers for such use, and that Attendee cannot use these photos for any purpose.

10. Roundtables

Attendee may be invited by Mirakl to attend roundtables organized during the Event. Its attendance to the roundtables shall however be at Mirakl's sole and entire discretion.

Attendee can, during these roundtables, activate its camera – in which case Attendee gives Mirakl its express authorization to have its image displayed. In the event Attendee doesn't want its image to be displayed, Attendee may deactivate their camera. These roundtables will be recorded by Mirakl but shall remain solely used for internal purposes.



11. Release of Claims

To the extent permissible by law, you hereby release Mirakl and its directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Recording.

12. Limitation of Liability

IN NO EVENT WILL (A) MIRAKL BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF OPPORTUNITY, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES (B) THE AGGREGATE LIABILITY OF MIRAKL FOR ANY AND ALL DAMAGES IN CONNECTION WITH THE EVENT EXCEED 100 US DOLLARS.

13. Governing law and jurisdiction

13.1. Platform Pioneer Summit US 2022

Regarding this Event, these Terms are governed by, interpreted and enforced in accordance with the laws of the state of Delaware.

In the event of a dispute relating to their interpretation or execution, Mirakl and the User shall seek, before any litigation, an amicable agreement and shall provide each other with all necessary information to this effect.

In the absence of an amicable agreement between Mirakl and the User within a period of two (2) months from the notification of the dispute to the other party, express jurisdiction is given to the state and federal courts of Delaware.

13.2. Platform Pioneer Summit EMEA 2022

Regarding this Event, these Terms are governed by, interpreted and enforced in accordance with the laws of France.

In the event of a dispute relating to their interpretation or execution, Mirakl and the User shall seek, before any litigation, an amicable agreement and shall provide each other with all necessary information to this effect.

In the absence of an amicable agreement between Mirakl and the User within a period of two (2) months from the notification of the dispute to the other party, express jurisdiction is given to the courts of Paris.

14. Modifications & contact

The Terms may be updated by Mirakl at any time. The current version is available on the Site.

Should you have any questions, you may directly contact Mirakl by sending an email to marketing@mirakl.com.