

IMPORTANT NOTICE

TERMS AND CONDITIONS OF BOOKING THE ALL-IN EMPLOYEE RECOGNITION EXPERIENCE

BEFORE REGISTERING FOR THE ALL-IN EMPLOYEE RECOGNITION EXPERIENCE OUTLINED BELOW (REFERRED TO HEREIN AS, THE "ALL-IN EXPERIENCE"), PLEASE REVIEW THE TERMS AND CONDITIONS OUTLINED BELOW. THESE TERMS AND CONDITIONS MUST BE ACCEPTED BY YOU, THE UNDERSIGNED (HEREINAFTER REFERRED TO AS "YOU" OR "YOUR") AS A CONDITION OF SUCCESSFUL REGISTRATION FOR ATTENDING THE ALL-IN EXPERIENCE.

THE ALL-IN EXPERIENCE IS BEING OFFERED TO YOU BY SALES4 TRAINING AND CONSULTING INC. ("SANDLER IN CALGARY"). BY REGISTERING FOR THIS PROGRAM, YOU EXPRESSLY ACCEPT THESE TERMS AND CONDITIONS, WITHOUT MODIFICATION, AND BECOME LEGALLY BOUND BY THEM. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT WISH TO ACCEPT ALL OF THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE ALL-IN EXPERIENCE.

1. PRICING AND PAYMENT

- (i) All participants who register prior to **August 1, 2023**, will be eligible for Early Bird pricing as set out on this website. All registrants after **August 1, 2023**, will be subject to the regular fees set out on the website. Both early-bird registrants and those registrants who register for the All-In Experience after the early bird deadline will be subject to the terms and conditions set out below.
- (ii) To register for the All-In Experience, you must register on or before **January 5, 2024**, and payment in the amount stated on website (the "Payment") must be received in full on or before **January 17, 2024**, in the manner described herein. Sandler in Calgary reserves the right to cancel your registration if full payment is not received by the due date. You register, you may arrange to pay the Payment either: (i) in one installment, which shall be due and payable on the date of registering for the All-In Experience; or (ii) two installments, with the first installment in the amount of \$1,500 plus GST being due and payable on the date of registering for the All-In Experience and the second installment in the amount of \$1,500 plus GST being due and payable on or before **January 17, 2024**. Unless you are notified by Sandler in Calgary in writing that your registration has been cancelled due to insufficient payment, your registration remains confirmed and full payment of the Payment remains due and payable on or before **January 17, 2024**, and such amount will be due and owing to Sandler in Calgary whether or not You attend to the All-In Experience. In the event Payment is not received in full by (insert date), 2023 any outstanding amount will be subject to interest rates described within this Agreement.
- (iii) In the event You have provided insufficient payment to Sandler in Calgary on **January 17, 2024**, Sandler in Calgary may, at its sole discretion: (a) cancel your registration; or (b) allow you to attend the All-In Experience, with any outstanding amount payable to Sandler in Calgary to be subject to an overdue interest charge of 2% compounded monthly (26.8% per annum) on all overdue amounts after **January 17, 2024**. Nothing in this Agreement creates an obligation for Sandler in Calgary to replace or substitute your booking with another participant.
- (iv) If your account is in arrears as per the conditions set out in Section 1 (i), you agree to indemnify Sandler in Calgary for all costs, expenses, damages, losses, that are a direct or indirect consequence of the breach, including all interest costs, third party collection fees, and any legal fees including any costs on a solicitor and own client basis which are incurred as a result of your Payment being in default.
- (v) All amounts payable to Sandler in Calgary is payable in Canadian dollars.
- (vi) All payments provided by You to Sandler in Calgary will be subject to the cancellation fees set out in Section 5 of this Agreement.

2. WARRANTY

- (i) You acknowledge that you are not relying upon any warranties, promises, guarantees or representations made by Sandler in Calgary as it relates to the All-In Experience. All advertising material and other prior representations if any, whether oral or in writing are superseded by these terms and conditions. You acknowledge that the program content, attending speakers, presentation materials, and any other advertised components of the All-In Experience represented by Sandler in Calgary may be subject to change and that such change will not constitute a refund of Payment from Sandler in Calgary. You further agree that any such change or deviation of the All-In Experience program is not within the control or responsibility of Sandler in Calgary.

3. LIMIT OF LIABILITY AND RELEASE OF LIABILITIES

- (i) In no event will Sandler in Calgary be liable to You for any consequential, indirect or special damages including any loss of profits, loss of revenues, loss of business opportunity or loss of reputation associated with the All-In Experience. In no event shall Sandler in Calgary's liability to You for any claim brought by You or on your behalf be in excess of the Payment, (for clarity the Payment is the total price payable by You for successful registration for the All-In Experience), whether such liability is due to the fault, negligence, or strict liability of Sandler in Calgary.
- (ii) Sandler in Calgary represents that the All-In Experience will abide with all applicable federal, provincial and local laws. It does not and cannot guarantee that the All-In Experience will be free from all physical risks which are outside its control. These risks include but are not limited to the actions or inactions of third parties attending the All-In Experience, exposure to allergens, exposure to COVID-19, or other infectious diseases. You understand and acknowledge that by attending the All-In Experience, that the activity is potentially dangerous and involves the risk of serious injury, illness, disability, death or property damage. You acknowledge that by registering for the All-In Experience, that You are voluntarily participating in the activity with knowledge of the dangers involved. You agree to accept and assume all risks of injury, illness, disability, death or property damage arising from engaging the All-In Experience, whether caused by the negligence of Sandler in Calgary.

4. EVENT CANCELLATION

- (i) Sandler in Calgary reserves the right to cancel your registration to the All-In Experience for any reason, and at any time up to the start date of the All-In Experience. In the event Sandler in Calgary cancels your registration, it shall have the option, at its sole discretion to: (i) issue you a credit equal to the amount of the Payment which can be applied to a future All-In Experience event; or (ii) refund any monies paid by you to Sandler in Calgary.

5. REGISTRATION CANCELLATION

- (i) If you choose to cancel your registration for the All-In Experience, such cancellation will be subject to a cancellation fee of \$150.00 plus GST for any cancellation on or before **January 20, 2024**. Sandler in Calgary will not provide any refund to You for any cancellation requests which are received after **January 21, 2024**, and You remain responsible for the total Payment owing to Sandler in Calgary for the All-In Experience.

6. MISCELLANEOUS PROVISION

- (i) Time is of the essence in relation to the performance of each of the party's obligations under this Agreement.
- (ii) This agreement shall be governed and construed with the laws of the Province of Alberta, and any applicable federal laws of Canada, without regard to conflict of law principles. Both parties agree that any legal proceedings shall take place in the law courts in the City of Calgary, in the Province of Alberta.
- (iii) If any term or condition within this agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall apply only to that term and condition and shall affect the validity or enforceability of any other covenant.
- (iv) Providing payment to Sandler in Calgary by MasterCard, Visa and American Express credit cards, electronic transfer of funds or cheques as forms of payment will be evidence of your acceptance of these Terms and Conditions whether such payment constitutes a partial payment or payment in full for the All-In Experience.
- (v) No waiver by a party of default, breach or non-observance in respect of any covenants, terms, or conditions of this Agreement will operate as a waiver of that party's rights under the Agreement.

The undersigned agree to the above Terms and Conditions as evidenced by their signature below.

SALES4 TRAINING AND CONSULTING INC.

PARTICIPANT

By (Signature): _____

Name: Hamish Knox
Title: President

Print Name:

--

Sandler Summit Trip Contest Terms and Conditions

Prize

- Sandler Calgary will cover expenses for flight, hotel, Summit registration and networking dinners to the Sandler Summit (currently held in Orlando, FL in March). Not included are airport transfers and any meals prior to the evening of arrival in Orlando or after the final dinner on the last date of Summit.

How to Earn a trip to Summit on Sandler Calgary

- Two organizations introduced by you to Sandler Calgary become paying clients on or before January 15 of the following year.
 - If your organization is not currently a client of Sandler Calgary and you become a client, you count as one of the at least two organizations.

Terms and Conditions

- All client organizations must have signed Sandler Calgary's standard agreement or have an agreement in place already to be eligible for prize described above.
- Prize is transferable to another individual; Sales4 Training and Consulting Inc. (dba Sandler Calgary, Sales4) reserves right to vet potential transfer and veto if, at Sales4's sole discretion, the potential transfer is deemed not suitable.
- Prize is not redeemable for cash.
- "Hotel" is standard room at conference rate from one day prior to the start of Summit (check-in) the day following conclusion of Summit (checkout. For example, Monday check-in, Summit starts Tuesday, ends Wednesday, checkout Thursday). Outside those dates hotel room payment is responsibility of prize recipient
- "Flight" is standard economy class fare not including seat upgrades or other services.
- Prize acceptance is subject to internal client travel policy and approvals if applicable.
- Sales4 reserves the right to cancel or amend this contest at any time without notice.