



PDAC TERMS AND CONDITIONS FOR CONVENTION ATTENDEES

1. AGREEMENT TO TERMS AND CONDITIONS

By submitting a Registration Form to the Prospectors & Developers Association of Canada (“PDAC”), purchasing a pass, attending as an exhibitor or sponsor or attending any component of PDAC 2023 Convention: The World’s Premier Mineral Exploration & Mining Convention (the “Convention”), you (the “Attendee”) agree that these Terms and Conditions are an integral part of the Registration Form (hereinafter, collectively the “Agreement”) and that you are bound to observe and abide by these Terms and Conditions, and by such additional terms or conditions made by PDAC or the Metro Toronto Convention Centre (the “MTCC”) and communicated to the Attendee from time to time that are hereby incorporated into this Agreement.

2. COST AND PAYMENT FOR REGISTRATION

The Attendee agrees to pay PDAC’s registration rates as set forth in the relevant Registration Form or posted online at <http://www.pdac.ca/convention> (the “Registration Fees”). You may pre-register online at any time up to, and including, Wednesday, March 8. You may also register onsite starting Friday, March 3, 2023.

PDAC accepts VISA, American Express (AMEX), MasterCard, cheques (cheque payments are only accepted until February 10, 2023) or cash. Wire transfers for payment of the Registration Fees are not accepted. All cheques must be drawn from a CDN or US bank. All fees are quoted in CDN dollars.

Payment of the Registration Fees may be made in US dollars using an exchange rate of CDN \$1.18 per US dollar. Registrations will not be processed until full payment is received. After February 10, 2023, only online payments and payments made at the Onsite Cashier counter (beginning Friday, March 3, 2023), will be accepted.

All convention Attendees must register with PDAC to obtain an attendee’s pass. Attendees may pre-register or register onsite. Attendees will not be permitted beyond security without an attendee’s pass. If your pass is lost, misplaced, stolen or left in the hotel room, you will be charged “a replacement pass fee” before your pass can be reissued. The attendee pass replacement fee is CDN\$50 and the exhibitor pass replacement fee is CDN\$20.

If you have pre-registered, a QR code will be emailed to you in early March. Print or bring this QR code on your cell phone to the Attendee Registration or “Express Check-In” counters. If someone else is picking up your pass, please provide them with a letter authorizing PDAC to release your pass and/or tickets to them. Please be advised that passes cannot be re-issued once they have been collected.

3. CANCELLATION OF REGISTRATION/SUBSTITUTIONS

Registration and ticketed event cancellation requests must be received in writing by February 24, 2023 (email the Registration Department at pdac@pdacevents.ca) to receive a full refund of the Registration Fees less a 25% administration fee. There will be no refunds for cancellations received after February 24, 2023. Membership fees are non-refundable. For clarity, if the cancelling attendee is also an exhibitor or sponsor, the cancellation policies with respect to any exhibitor or sponsorship fees will be governed by the terms of the 2023 PDAC Convention Sponsorship Terms and/or the PDAC 2023 Exhibitor Terms and Conditions, as applicable.

Substitutions may be made until February 24, 2023 (email the Registration Department at pdac@pdacevents.ca). After February 24, 2023, substitutions can only be completed at the onsite registration desks (starting Friday, March 3, 2023). The replacement attendee is required to register with PDAC and provide



a business card and proper documentation (a letter from the registrant who paid for the registration), authorizing the individual who will be attending in his/her place.

Any outstanding balance and payment terms for the registration will become the responsibility of the substitute attendee and must be satisfied in full prior to such substitute attendee being granted access to the Convention.

4. STUDENT ALL ACCESS PASS

All students must register for the convention. In order to qualify for student rates, Attendees must be enrolled full-time in a recognized academic program. Students over 16 years of age may register for a Student All Access Pass (member or non-member), or an Exhibits Day Pass. Students under the age of 16 can attend the convention free of charge. Contact our Registration Department at pdac@pdacevents.ca to request a complimentary registration for those under 16.

Prior to being granted access to the Convention, all applicants under the age of 18 (each, a "Student Attendee") who registers for the Convention in accordance with this Section 4, will be required to have their parent or legal guardian (the "Guardian") sign PDAC's consent form, under which the Guardian consents to (a) PDAC's collection of certain personal information of the Student Attendee in connection with the Student Attendee's participation and/or attendance at the Convention and (b) agrees to be legally bound by these Terms and Conditions for any breach thereof by the Student Attendee.

Refer to the [Registration & Fees chart](#) to review pass types & access information.

5. ATTENDEE INFORMATION

PDAC is committed to protecting the privacy of personal information of its members, exhibitors, event attendees and all users of its services.

The information you provide to PDAC, such as your name, address, and other identifying information (collectively, "personal information") allows PDAC to inform you about events and activities and to notify you of issues, events or special offers which may be of interest to you. By registering for events or courses offered by PDAC, you are giving PDAC permission to contact you by using the personal information you provide. PDAC shall not provide your personal information to any third parties without your consent unless required by law. Members may choose not to be contacted by PDAC by updating their preferences at events.pdac.ca by using the "Update Profile" section to customize your communications preferences, or by contacting PDAC Member Services at info@pdac.ca or 416 362 1969.

PDAC may share aggregated depersonalized information about its members and customers with sponsors, potential sponsors, and other parties to help them better understand PDAC members and their interests. Such aggregate information does not include any personal information and is used to give PDAC demographic data about its members in order to improve the organization and the programs and services we provide. PDAC does not provide personal information to any third party, other than in connection with disseminating information to its members, exhibitors, sponsors and event attendees, (e.g., mailing house, data base provider) or as required or permitted by law.

As a benefit to PDAC event attendees and exhibitors, PDAC may engage third party vendors to provide lead retrieval systems and services to PDAC event exhibitors and attendees. This optional service allows an exhibitor to purchase the use of lead retrieval devices with pass scanning capabilities to facilitate networking and related follow-up activity between individuals participating in PDAC events ("Lead Retrieval User"). Each individual may



consent to or decline the scanning of their pass by a Lead Retrieval User. Your consent will be deemed to be given by permitting the scanning of your pass. Lead Retrieval Users are prohibited from scanning passes of individuals who have declined the scanning of their pass. By consenting to the scanning of your pass by a Lead Retrieval User, you understand and agree to the disclosure of your information (including your name, title, corporate affiliation, contact information—including address, phone number and email—as provided to PDAC) to the Lead Retrieval User. The Lead Retrieval User is responsible for the use of lead retrieval scanners and compliance with applicable laws governing their use and the collected information and you hereby waive and release PDAC and its directors, officers, employees, legal representatives and assign from any and all claims and liabilities relating to the same.

6. PHOTO AND VIDEO RELEASE

The Attendee hereby consents to the photographing, videographing, and voice recording of the Attendee at the event by PDAC, and the Attendee hereby grants PDAC the right to use, reproduce and publish such photographs, videos or recordings for advertising, publicity, or other business purposes of PDAC in any manner and medium. The Attendee understands and agrees that no compensation will be due for these uses, reproductions or distributions of such photographs, videos and recordings, and you hereby waive and release PDAC and its legal representatives and assigns from any and all claims and liabilities relating to the same. YOU HEREBY WAIVE ALL MORAL AND PERSONALITY RIGHTS IN CONNECTION WITH THE AFORESAID PHOTOGRAPHS AND RECORDINGS AND FURTHER WAIVE ANY RECOURSE, CLAIM, ACTION AND DAMAGES OF ANY KIND WHATSOEVER AGAINST PDAC, ITS SUCCESSORS AND ASSIGNS, AND WHERE APPLICABLE, ITS EMPLOYEES, MANAGEMENT AND AUTHORIZED REPRESENTATIVES, ARISING FROM OR INCURRED AS A RESULT OF, WHETHER DIRECTLY OR INDIRECTLY, AN ACT COVERED BY THE SCOPE OF THIS AGREEMENT

7. AUTHORIZATION TO PDAC

If you request information, products or services from PDAC, we will collect name and contact details including address(es), mailing preferences, telephone numbers and email address. We do not collect personal information unless you choose to provide that information. We do not use techniques that collect personal information without the Attendee's knowledge. We collect personal information about individuals only when they specifically and knowingly provide it, for example when they apply for membership, register for a program or complete a registration form. Further information about how PDAC processes the Attendee personal data can be found [here](#).

8. RELEASE, WAIVER OF CLAIMS AND LIMITATION OF LIABILITY

THE ATTENDEE HEREBY AGREES AND ACKNOWLEDGES THAT THEY ARE PARTICIPATING IN THE CONVENTION AND RELATED ACTIVITIES ON THEIR OWN FREE WILL AND ACCORD. THE ATTENDEE REPRESENTS AND WARRANTS TO PDAC THAT THE ATTENDEE IS PHYSICALLY AND MENTALLY FIT AND THAT, AS A RESULT, ABLE TO PARTICIPATE IN THE CONVENTION AND RELATED ACTIVITIES, AND THE ATTENDEE DOES HEREBY ASSUME RESPONSIBILITY FOR THEIR OWN WELL-BEING AT THE CONVENTION AND RELATED ACTIVITIES. IN CONSIDERATION OF THE RIGHT TO PARTICIPATE IN THIS CONVENTION AND RELATED ACTIVITIES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE ATTENDEE HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OR CLAIMS THEY MAY HAVE AS A RESULT OF THEIR PARTICIPATION IN THE CONVENTION AGAINST PDAC, ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, STAFF, AND ALL INDIVIDUALS ASSISTING IN INSTRUCTING, SPONSORING AND CONDUCTING PDAC CONVENTION ACTIVITIES, AND THE ATTENDEE HEREBY FULLY RELEASES AND DISCHARGES THEM FROM ANY AND ALL CLAIMS RESULTING FROM INJURIES, INCLUDING DEATH, DAMAGES OR LOSS, WHICH MAY ACCRUE TO THEM OR THEIR HEIRS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ATTENDEE'S PARTICIPATION IN THE CONVENTION AND RELATED ACTIVITIES. THE ATTENDEE FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS PDAC, ITS DIRECTORS, OFFICERS,



EMPLOYEES, MEMBERS, STAFF, AND ALL INDIVIDUALS ASSISTING IN INSTRUCTING, SPONSORING AND CONDUCTING PDAC CONVENTION ACTIVITIES FROM ANY AND ALL CLAIMS RESULTING FROM DAMAGES, LOSS OR INJURIES, INCLUDING DEATH, WHICH MAY ACCRUE TO THEM OR THEIR HEIRS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ATTENDEE'S PARTICIPATION IN THIS CONVENTION AND RELATED ACTIVITIES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THE FOREGOING WAIVER IS HELD UNENFORCEABLE OR INAPPLICABLE AT LAW OR EQUITY, IN NO EVENT SHALL PDAC: (A) BE LIABLE TO THE ATTENDEE FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES AND (B) BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF (I) ALL FEES PAID BY THE ATTENDEE TO PDAC; AND (II) CDN\$1,000.

9. INDEMNITY

THE ATTENDEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PDAC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND COSTS, CONSEQUENTIAL, INDIRECT, PUNITIVE SPECIAL OR OTHERWISE, INCLUDING LEGAL FEES FOR DAMAGES OF ANY KIND WHATSOEVER ("CLAIMS"), INCLUDING WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH (A) ANY DAMAGES TO PROPERTY AND INJURY OR DEATH TO PERSONS, CAUSED BY, ARISING FROM OR CONNECTED WITH THE ATTENDEE'S PARTICIPATION IN THE CONVENTION OR ANY ACT OR OMISSION ON THE PART OF THE ATTENDEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR INVITEES WHICH MAY CAUSE OR RESULT IN ANY SUCH DAMAGE, INJURY OR DEATH TO ANY PROPERTY OR PERSONS AT THE CONVENTION; (B) ANY VIOLATION BY THE ATTENDEE OR ITS REPRESENTATIVES OF APPLICABLE LAWS AND REGULATIONS; (C) ANY INFRINGEMENT BY THE ATTENDEE OF ANY OF PDAC OR THIRD-PARTY'S INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS; AND (D) ANY OTHER MATTER FOR WHICH THE ATTENDEE HAS AGREED TO INDEMNIFY PDAC PURSUANT TO THIS AGREEMENT.

10. USE OF CORPORATE LOGOS

The Attendee shall not use PDAC's or any other attendee's names or logos without PDAC's or such other attendee's prior written consent. To request permission to use PDAC's name and logo, contact PDAC Member Services at info@pdac.ca.

11. ATTENDEE CONDUCT

PDAC is committed to providing a positive experience for all participants, and expects attendees to show respect and courtesy toward one another at all official PDAC Convention events. At all times during the Convention the Attendee shall conduct themselves in a professional and appropriate manner and shall comply with all applicable laws, as well as all policies and rules of PDAC and the event venue. The Attendee shall refrain from any action that will cause disruption to the event or interfere with attendee participation at the Convention.

PDAC is not responsible for unofficial convention events such as spinoff/satellite events hosted by organizations other than PDAC. The Attendee fully assumes the risk of loss, damages, injury or death that may arise upon attending any such third party spinoff/satellite events.

The Attendee acknowledges that PDAC operates the Convention with the aim of creating an event-space that fosters information-sharing, dialogue and collaboration across the mineral exploration and development industry and with partners and stakeholder groups in a safe, open, non-threatening and non-violent environment and atmosphere (the "Character of the Convention"). In order to cultivate and maintain the Character of the Convention, PDAC reserves the right to take such action as it deems necessary, reasonable and/or in the best interest of the Convention to preserve the Character of the Convention, including, without limitation:



- a. the right to determine the eligibility of any company, product or service to attend and/or be displayed or exhibited at the Convention; and
- b. the right to restrict, limit, prohibit or evict any exhibitor, representative, attendee, sponsor, person(s), product, exhibit, demonstration or activity which:
 - i. detracts from or disrupts the Character of the Convention;
 - ii. causes any nuisance, disruption, barrier or distraction to the Convention and its Attendees, exhibitors and sponsors; and/or
 - iii. violates these Terms and Conditions and/or the 2023 PDAC Convention Sponsorship Terms and/or the PDAC 2023 Exhibitor Terms and Conditions, as applicable.

In the event PDAC takes any of the above actions with the intent of preserving the Character of the Convention, PDAC shall not be liable to the Attendee or any exhibitor (including its representatives, if applicable) for any exhibitor, membership, sponsorship, attendee or other fees, expenses or costs whatsoever incurred by the Attendee or any exhibitor (including its representatives, if applicable).

Violation of the Agreement may result in PDAC removing the Attendee from the Convention without any recourse by the Attendee to PDAC for any fees, costs and expenses. PDAC may further disqualify the Attendee from attending or participating in any future conventions and events hosted by PDAC.

11 (a). Violation of Human Rights

PDAC supports and abides by the principles articulated in the [Canadian Human Rights Act](#) and the [Ontario Human Rights Code](#). We do not tolerate discriminatory treatment in any form. Examples of discriminatory treatment may include inappropriate use of language, denial of a benefit based on any enumerated ground and/or any other conduct that in any way differentiates or distinguishes attendees on the basis of any enumerated ground.

Harassment is a form of discrimination. It includes any unwanted physical or verbal behaviour that offends or humiliates you, which can occur when someone:

- makes unwelcome remarks or jokes about your race, religion, sex, age, disability or any other of the grounds of discrimination;
- threatens or intimidates you because of your race, religion, sex, age, disability or any other of the grounds of discrimination;
- makes unwelcome physical contact with you, such as touching, patting, or pinching.

If an Attendee engages in harassing behaviour, the convention organizers may take any action they deem appropriate, including warning the offender or expulsion from the convention with no refund.

11 (b). Substance Use

During the course of the Convention, alcohol consumption is permitted during designated events, in designated areas. Attendees who are of legal age of consumption may consume alcohol responsibly at such designated areas. Smoking (including cannabis) is prohibited inside the MTCC. The use of illegal



narcotics, (collectively, the “Prohibited Substances”), at the Convention is prohibited. Attendees found to be intoxicated or incapacitated will not be permitted on the Convention floor. Substance misuse will not be tolerated in any capacity. Any person found to be engaging in (i) substance misuse or (ii) the use of any Prohibited Substances at the Convention or other events related thereto, will be removed from the Convention without reimbursement of registration or other Convention related fees, and/or may be prohibited from future attendance and participation at PDAC events. PDAC reserves the same rights and remedies with respect to any Attendee found in possession of illegal narcotics during the Convention, in addition to those contained in Section 10(c.).

11 (c). Criminal Behaviour

Attendees shall not engage in any conduct that violates the Criminal Code of Canada, nor any other federal or provincial laws that apply in the circumstances. Such conduct may include, but is not limited to harassment, assault, sexual assault, the improper use of controlled substances, or possessing a weapon. PDAC shall immediately notify and cooperate with local authorities in the event it becomes aware of any criminal conduct at the Convention.

11 (d). Consequences of Unacceptable Behaviour

Unacceptable behaviour will not be tolerated. Anyone asked to stop unacceptable behaviour is expected to comply immediately. If an Attendee engages in unacceptable behaviour, PDAC may take any action it deems appropriate, including warning or expelling the Attendee from the Convention with no refund or notifying local authorities. PDAC may, in its reasonable discretion, temporarily ban or permanently expel an Attendee from the Convention.

If you are being harassed or subject to improper behaviour or comments, notice that someone else is being harassed or subject to improper behaviour or comments, or have any other concerns, please contact a member of Convention staff immediately.

11 (e). Reporting

Uniformed security personnel and Toronto Police Service are present at all official PDAC events at the MTCC. If you witness or feel that you are the subject of unacceptable behaviour or have any other general safety concerns, please notify a member of security or police immediately. MTCC Security can be reached by calling 416 585 8160 or dialing 8160 from any house phone within the convention centre.

Attendees may report an incident to PDAC directly using our secure website or dedicated hotline. Visit www.pdac.ca/convention/attendee-info/code-of-conduct to report an incident.

12. CHANGES TO THIS AGREEMENT

PDAC reserves the right to modify these Terms and Conditions at any time without notice or liability by posting a revised document on the PDAC website located at www.pdac.ca/convention. Any change shall take effect immediately, unless otherwise provided. PDAC shall utilize commercially reasonable efforts to notify you of such change. Your attendance at the Convention shall be deemed consent to any new or amended terms implemented prior to the start of the Convention.

13. TERM AND TERMINATION



- (a) Term: This Agreement applies to the Attendee commencing on the date the Attendee submits a completed the Registration Form to PDAC or otherwise accepts these Terms & Conditions, and continues in full force and effect until the close of the Convention (including designated move-out times) or until they are otherwise terminated beforehand in accordance with the terms herein.
- (b) Convenience Termination by PDAC: PDAC may terminate the Agreement for PDAC's sole convenience effective immediately on written notice of termination to the Attendee. In the event PDAC terminates the Agreement in reliance upon this Section 12(b), PDAC shall refund the Attendee its Registration Fees for the Convention (with the exception of Membership fees).
- (c) Termination by PDAC For Cause: PDAC may immediately terminate the Agreement by providing notice to the Attendee in the event the Attendee breaches any material term of these Terms & Conditions, including any conduct granting PDAC the right to remove the Attendee from the Convention and the MTCC. In the event PDAC terminates the Agreement for cause in accordance with this Section 12:
- the Attendee will immediately pay all amounts due and owing to PDAC under these Terms & Conditions;
 - the Attendee forfeits to PDAC any right to reimbursement for any costs, fees, or expenses, including any Registration Fees, applicable to the Attendee's participation and attendance in the Convention; and
 - each party will remain responsible and liable for all of the party's obligations and liabilities arising prior to the termination of the Agreement by PDAC for cause.
- (d) Survival: Notwithstanding any other provision of these Terms & Conditions, the Attendee's payment and indemnity obligations and each of sections 2, 5, 6, 7, 8, 16 and all other provisions that are intended by their terms to survive, including those necessary for the interpretation or enforcement of those sections, will survive indefinitely after the expiration or termination of these Terms & Conditions and will remain in full force and effect and be binding on the parties.

14. FORCE MAJEURE

In the event that the Convention is cancelled or postponed for any reason beyond PDAC's control (such as, but not limited to, inadequate internet availability, act of war, Acts of God, restrictive government regulations, riots, disasters, strikes, curtailment of transportation facilities, insurrections, war, terrorist activities, quarantine restrictions, or public health emergencies of national or international concern, including without limitation the Covid-19 Pandemic):

- PDAC reserves the right to move the Convention to alternate dates and/or locations, modify the Convention layout, move the Convention to a fully digital format, or suspend/postpone the Convention in its entirety;
- PDAC will refund the Registration Fees to the Attendee (membership fees are not refundable), or, at the Attendee's option, PDAC may retain the Registration Fees paid to it by the Attendee and credit such fees toward the amended/postponed or future date of the Convention; and
- in the event that the Convention is amended to an entirely digital format, PDAC may offer the Attendee an opportunity to switch to register for the virtual portion of the Convention. In the event the Attendee accepts such offer, a refund for the difference between the in-person attendance fees and the online attendance fees will be reimbursed to the Attendee.

15. COVID-19 CONVENTION ALTERATIONS



The Attendee acknowledges that the Convention is anticipated to take place when Covid-19 Measures may be in effect or may be enacted by governmental authorities to combat the Covid-19 novel coronavirus pandemic (the "Covid-19 Pandemic"). "Covid-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, "personal protective equipment," shut down, closure, sequester, "return to work," "reopening," safety or similar law, regulation, policy, rule or order promulgated by any governmental entity, in each case, in connection with or in response to the COVID-19 Pandemic, solely to the extent that such COVID-19 Measures are binding upon PDAC, the Convention, and its Attendees. The Attendee acknowledges that the implementation of any existing or future Covid-19 Measures during the course of the Covid-19 Pandemic may require PDAC to make extraordinary changes to comply with any such Covid-19 Measures, on short notice, which may disrupt the ordinary course operations, expectations or planning of the Convention, including health screening and attendance limits. The Attendee acknowledges that in the event that Covid-19 Measures restrict the ordinary course operations of the Convention, the Attendee will cooperate in good faith and to abide by such Covid-19 Measures to ensure that the Convention proceeds to the extent permitted (if at all) by the Covid-19 Measures.

16. GENERAL

- (a) Governing Law: This Agreement, the subject matter of these Terms & Conditions and the resulting relationship between the parties will be governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein, excluding any rules of the conflict of laws that would lead to the application of the laws of any other jurisdiction.
- (b) Disputes between the parties: In the event of any dispute, claim, question or difference between or among any parties hereto relating to any matter, covenant, commitment or agreement provided for in these Terms & Conditions or arising between the parties relating to the Agreement which the parties are unable to resolve by discussion and negotiation, any party may by written notice (an "Arbitration Notice") to the other parties, require same to be settled by arbitration pursuant to and in accordance with the following provisions:
- the arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the parties involved who is qualified by education and training to pass upon the particular matter to be decided, or in the event of failure to agree within 10 business days from the giving of the Arbitration Notice, any party involved may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator;
 - the arbitrator shall be instructed that time is of the essence in proceeding with their determination of any dispute, claim, question or difference and, in any event, the arbitration award must be rendered within 30 days of the submission of such dispute to arbitration;
 - the arbitration shall take place in Toronto, Ontario;
 - in its arbitration award, the arbitrator may award any remedy for any breach of these Terms & Conditions that might have been awarded by the Ontario Superior Court of Justice except where the remedy for such breach has been expressly limited by these Terms & Conditions;
 - the arbitration award shall be given in writing, and shall be final and binding on the parties and not subject to any appeal on a matter of law, a matter of fact, or a matter of mixed fact and law;
 - the arbitration award shall deal with the question of costs of arbitration and all matters related thereto;



- judgment upon the award rendered may be entered in any court of competent jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be;
 - nothing herein will prevent the party who gave the Arbitration Notice from applying for injunctive relief pending such arbitration proceeding;
 - any arbitration hereunder shall be conducted in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) (as it may be amended or re-enacted from time to time) except as varied or excluded by the provisions of this Section 16(b); and
 - The parties will commence legal proceedings regarding a dispute within six (6) months after the dispute arises, after which time any and all legal proceedings by the Attendee regarding the dispute will be forever barred. Any shorter time limit provided by law remains unaffected.
- (c) Assignment: the Attendee will not transfer or assign this Agreement or any of Attendee's rights, obligations or liabilities under this Agreement without PDAC's express prior written consent, and any attempt to do so will be null and void and will have no force or effect. PDAC may assign these Terms & Conditions without Attendee's consent. These Terms & Conditions are binding on and will ensure to the benefit of each party and each party's successors and permitted assigns.
- (d) Severability: If a provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms & Conditions would fail in their essential purpose. Except as expressly set out in these Terms & Conditions, each party's rights and remedies under this Agreement are cumulative and not exhaustive or exclusive of any other rights or remedies to which the party may be entitled under these Terms & Conditions or at law, and each party may pursue any and all of the party's rights and remedies concurrently, consecutively and alternatively. No consent or waiver by a party to or of any breach of this Agreement by the other party will be effective unless in writing and signed by both parties, or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of this Agreement by the other party. Each party will, on reasonable request by the other party, execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of these Terms & Conditions. The parties have expressly requested and required that this Agreement and all related documents be in the English language. All communications, notices and documentation provided under this Agreement will be in the English language only.

17. COMPLETE AGREEMENT

This Agreement and the 2023 PDAC Convention Sponsorship Terms, and/or PDAC 2023 Exhibitor Terms and Conditions, as applicable, and any other documents incorporated herein by reference, set out the entire agreement between the parties regarding the subject matter hereof, and supersede all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between the parties regarding the subject matter of this Agreement.

18. OTHER POLICIES

These terms and conditions do not replace or supersede applicable rules/policies set out by venues used for the Convention and convention-related events, including any applicable rules/policies set out by MTCC.



PROSPECTORS &
DEVELOPERS
ASSOCIATION
OF CANADA

Questions regarding this policy? Contact Nicole Sampson, Director, Convention at nsampson@pdac.ca or 416 362 1969 ext. 226

For general Registration enquiries, contact PDAC Registration at pdac@pdacevents.ca or 647 362 8442 or 1 866 939 6468

For general Convention enquiries, contact Convention at convention@pdac.ca or 416 362 1969, ext. **231**

For general Membership enquiries, contact Membership at info@pdac.ca or 416 362 1969, ext. 235

This code has been adapted from the following resources:

<http://2012.jsconf.us/#/about> & The Ada Initiative

Code4Lib Creative Commons Conference Code