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## PDAC 2021 Convention Agreement for Registered Participants: Terms and Conditions and Code of Conduct

Please read this prior to registering for Convention

### INTRODUCTION AND AGREEMENT OF TERMS AND CONDITIONS AND CODE OF CONDUCT

#### Purpose of Convention

PDAC Convention (“Convention”) gathers the international community of mineral exploration industry professionals together for education, networking and information sharing. The Prospectors & Developers Association of Canada (“PDAC”) and its Convention organizers (“the Organizers”) support a welcoming environment and are committed to providing a positive experience for all registered participants. As such, the PDAC has set forth Terms and Conditions and a Code of Conduct that applies to Convention 2021.

By submitting a Registration Form to the PDAC, purchasing a pass or membership, or attending any component of the Convention, the Registered Participant agrees that these Terms and Conditions and Code of Conduct are an integral part of the Registration Form (hereinafter, the “Agreement”) and that the Registered Participant is bound to observe and abide by these Terms and Conditions and Code of Conduct, and by such additional terms or conditions made by PDAC and communicated to the Registered Participant from time to time that are hereby incorporated into this Agreement. The Agreement, together with these Terms and Conditions and Code of Conduct, sets forth the entire agreement between PDAC and the Registered Participant with respect to the subject matter set forth herein, and supersedes all prior agreements, representations and understandings of the parties, written or oral.

This Agreement is divided into the following parts:

1. Definitions
2. Cost and Payment for Registration
3. Cancellation of Registration/Substitutions
4. Students and Student All Access Pass
5. Registered Participant Data
6. Video/audio recording & photography release to PDAC
7. Video/audio recording & photography use by Registered Participants
8. Release and Waiver of Claims for Convention Participation
9. Use of Corporate Logos
10. Registered Participant Code of Conduct
11. Modifications
12. Termination



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

- 13. International Participation
- 14. Miscellaneous
- 15. Contacts

Last Updated: December 2020

## 1. DEFINITIONS

- (a) REGISTERED PARTICIPANT – Any attendee, exhibitor, sponsor, partner, speaker, media, or anyone approved to access the Convention through the virtual event platform. Individuals must register via [events.pdac.ca](https://events.pdac.ca), pay in full to receive a confirmation to have access to the Convention, and accept the terms of this Agreement. Sharing of the Convention Access is strictly prohibited. The PDAC requests that Convention Access login not to be shared between individuals for the purpose of watching sessions, attending networking events and/or collecting data and analytics. Punitive measures will be taken if Convention Access is found to be shared with unregistered individuals, groups, exhibitors, sponsors, or partners.
- (b) The PLATFORM – The Convention is hosted online through a virtual event technology called a Platform. The PDAC is pleased to partner with MeetingPlay to host the 2021 Convention. All exhibits, programming and networking events and activities are accessed through the Platform. Please see the [Privacy Policy](#) for more information. Although the PDAC will take all reasonable precautions, it cannot guarantee that the Platform will be error-free, timely, secure, or uninterrupted.
- (c) CONVENTION ACCESS – Is granted through the Platform to Registered Participants only. Details of how to access the Platform will be outlined in a confirmation email that will be sent a few weeks before the event. As with in-person Convention passes, Convention Access is limited by pass type. For more information visit the Fee & Pass Info at [www.pdac.ca/convention/registration/fee-and-pass-info](https://www.pdac.ca/convention/registration/fee-and-pass-info).
- (d) EXHIBITOR – Anyone who has submitted an exhibitor application form to PDAC for the Convention.
- (e) The TERM – Term of use refers to how long Convention Access is granted and therefore how long the Agreement is valid. The Term is early March 2020 – the first week of June 2020. By consenting to the Agreement, Registered Participants and the PDAC are held accountable to it for the duration of the Term.
- (f) REGISTERED PARTICIPANT PROFILE – In order to get the most out of your Convention 2021 experience, all Registered Participants are required to complete a Registered Participant Profile (the “Profile”) with a unique email. The information for your Profile will be prepopulated from the initial event registration and serve as basic data to identify you as you navigate through the Platform. You are responsible for keeping your Profile up to date and accurate. Your Profile is shared with the Platform and PDAC, and portions of your Profile may be shared with other Registered Participants, Exhibitors, and partners should you choose to opt-in. Note there are opt-in and opt-out options for what information is shared with other Registered Participants. See [Privacy Policy](#) for more information on how your data will be used.



- (g) **CONTENT** – Any information that is shared by or with any Registered Participant, exhibitor, sponsor, partner, or user of the Platform. A broad term for any audio, video, images, document, text, or any other materials located in the Platform. It includes user-generated content in social or networking circumstances.
- (h) **FORM OF COMMUNICATION** – While on the Platform, there are several ways to communicate with other Registered Participants, including but not limited to: images; audio and/or video recordings; public or private text and video chats; direct messages; surveys; Q&A; discussion boards; documents; etc.
- (i) **CONVENTION ASSISTANCE** – Direct connection with Organizers through the Platform for assistance with, but not limited to:
  - i. Navigating the platform
  - ii. Registration and membership
  - iii. Sponsorship and partnership inquiries
  - iv. Programming, Short Courses, events and entertainment
  - v. Presentation opportunities
  - vi. Technical issues

## 2. COST AND PAYMENT FOR REGISTRATION AND MEMBERSHIP

The Registered Participant agrees to pay PDAC’s registration and membership rates stated on the Registration Form and posted online at [events.pdac.ca](http://events.pdac.ca).

Please note: Credit card is the official form of payment. If you are unable to pay by credit card, please contact us for an alternative method of payment.

All fees are quoted in Canadian dollars. Taxes must be applied to all registration fees based on the participant’s province of residence. Please refer to the tax chart below (HST# R107861973). International participants are tax-exempt.

Region	Rate	Region	Rate	Region	Rate
Alberta	5%	Nunavut	5%	International (including USA)	0%
British Columbia	5%	Ontario	13%		
Manitoba	5%	Quebec	5%		
New Brunswick	15%	Prince Edward Island	15%		
Newfoundland & Labrador	15%	Saskatchewan	5%		
Northwest Territories	5%	Yukon	5%		
Nova Scotia	15%				



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

All Registered Participants must register for Convention Access. If you forget or misplace your Convention Access information, please use the forgotten password procedure or contact the Registration Department at [pdac@pdacevents.ca](mailto:pdac@pdacevents.ca), +1 866 939 6468 or +1 647 362 8442.

### 3. CANCELLATION OF REGISTRATION/SUBSTITUTIONS

Upon receiving a registration request and full payment, Convention Access is granted to the Registered Participant via that individual's email address. A maximum of one registration is allocated to one Registered Participant. Sharing of that Convention Access is strictly prohibited and is subject to punitive measures as the PDAC sees fit.

Cancellation requests for registration and ticketed events must be received in writing by February 26, 2021 (email the PDAC Registration Department at [pdac@pdacevents.ca](mailto:pdac@pdacevents.ca) to receive a full refund less a 25% administration fee. There will be no refunds for cancellations received after February 26, 2021. Membership fees are non-refundable.

Substitutions may be made until February 26, 2021 in writing to the PDAC Registration Department.

The substitute Registered Participant is required to provide proper documentation (an email from the Registered Participant who paid for the registration), authorizing the transfer. This email should copy the individual to whom the registration will be transferred. If a Registered Participant logs into the Platform, the transfer of that registration cannot be completed.

Any outstanding balance and payment terms for the registration will become the responsibility of the substitute Registered Participant.

### 4. STUDENTS AND STUDENT ALL ACCESS PASS

Convention is neither directed at nor intended for use by individuals under the age of 16. PDAC does not knowingly collect personal information from individuals under the age of 16, and if PDAC becomes aware that it has inadvertently done so, PDAC Management will promptly delete such personal information. If you are under the age of 16, do not access or participate in Convention unless under the supervision of, and with the express consent of these terms of service by, a parent or legal guardian.

Individuals under the age of 18 must obtain the permission of a parent or legal guardian before sending any information to PDAC, or participating in any way with the Convention. The completion of a Registration Form and of a Profile on the Platform is a representation and confirmation that you are age 18 or over or have obtained the consent of a parent or legal guardian. If you are the parent or legal guardian of a Registered Participant that is under the age of 18, it is your responsibility to check the suitability of the



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

Convention for any individuals in your party regardless of official age restrictions.

All students must register for the Convention. To qualify for student rates, Registered Participants must provide proof of enrollment in full-time post-secondary studies (i.e. tuition receipt, school transcript, or letter of enrolment). Students over 16 years of age may register for a Student All Access Pass (member or non-member) or an Expo Connect Pass.

Refer to the Fees & Pass Info chart to review pass types & convention access information at <https://www.pdac.ca/convention/registration/fee-and-pass-info>

## 5. PLATFORM AND REGISTERED PARTICIPANT DATA

### (a) Account management and Registrations

PDAC is committed to protecting the privacy of personal data and information of its members, all Convention 2021 Registered Participants, and all users of its services.

The contact information you provide to PDAC through your PDAC account (i.e. first and last name, address, email, etc.) allows PDAC to inform you about upcoming events and activities and to notify you of issues, and special offers that may be of interest to you. By registering for PDAC events and courses, you are giving PDAC permission to contact you using the information provided. PDAC Members, Registered Participants and Exhibitors may choose not to be contacted by PDAC—please use the “Update Profile” section to customize your communications preferences, or by contacting PDAC Member Services at [info@pdac.ca](mailto:info@pdac.ca) or 416 362 1969. If you would like to specify your communications preferences, please visit this page: [https://events.pdac.ca/cvweb/cgi-bin/memberdll.dll/info?wrp=subscriber\\_new.htm](https://events.pdac.ca/cvweb/cgi-bin/memberdll.dll/info?wrp=subscriber_new.htm)

PDAC may share aggregate information about its Members and Registered Participants and exhibitors—not individual data—with sponsors, potential sponsors, and other parties to help them better identify the demographics and interests of PDAC stakeholders. This information is collected and used by PDAC to identify global jurisdictions with mining and investment interests, and it contributes to the strategic direction and planning of the annual convention. It also provides insight into where our members live and work which helps to support advocacy initiatives and improve programs and services for members. PDAC does not provide personal information to any third party, other than in connection with disseminating information to its members, exhibitors and event Registered Participants, (e.g., mailing house, Association Management System provider) or as required or permitted by law. For more details, please visit this page: <http://www.pdac.ca/convention/exhibits/pdac-privacy-policy-announcement>

### (b) Platform Registration and Use



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ASSOCIATION  
OF CANADA

The information you provide to the Platform through your registration and Profile completion —such as your name, address, company, email —allows other Registered Participants to interact with you. There are opportunities to opt-in and opt-out of sharing your information, although there's basic information that must be completed in order to access many features of the Platform. Note that unique identifiers of your Profile may be used by PDAC, sponsor, and/or exhibiting companies for analytics. Some reports will associate your Profile to sessions and exhibits visited, and some will be anonymous. Refer to the [Privacy Policy](#) for more information.

By becoming a Registered Participant and using the Platform, you hereby affirm:

- The information provided at registration and on your Profile is accurate to you, the Registered Participant, and that you are not using someone else's information. You may not disguise yourself or impersonate another person/Registered Participant or misrepresent your relationship with any persons or entity.
- You are responsible for the content that is posted, sent from, and traceable back to your Profile. Anything posted from your Profile is deemed posted by you, the Registered Participant.
- If you post any content, you confirm you are legally allowed to post it and/or it does not violate this Agreement.
- The use of the Content is for non-commercial purposes only.
- You will not take Content from the platform to sell to a third party.
- While the PDAC strives to publish accurate information about the Convention and programming, the PDAC does not check accuracy of all data uploaded into the Platform. All Registered Participants are responsible for the accuracy of the Content that they upload to or send through the Platform.
- By communicating with other Registered Participants or the Organizers on the Platform, you consent to allow them to see your Content, data, and personal information that you have uploaded and allowed others to view on the Platform.
- You will not reproduce, copy, recompile, decompile, disassemble, publish, upload, perform, modify, create derivative works of, display, transmit, or otherwise exploit any Content or data from the Platform that is not authored by you for any purpose without the consent of the Content's author and/or PDAC.
- You will use the Platform for its intended purpose. Attempting to tamper with it in any way is subject to punitive measures determined solely by the PDAC. You must not attempt to interfere with the proper working of the Platform and, in particular, you must not attempt to circumvent security, tamper with, hack into, reverse engineer, copy or otherwise disrupt the Platform or any computer system, server, router or any other device associated with the Platform. You must not misuse the Platform by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attack the Platform via a denial-of-service attack, a distributed denial-of service attack or otherwise.



- PDAC does not guarantee that the Platform will operate continuously or without interruptions or that Content available through the Platform will be error-free. The PDAC accepts no liability for the loss of any user information or for the failure of any feature or service to operate properly.
- The PDAC reserves the right to remove without notice any Content deemed to have violated the Agreement.
- The PDAC is not responsible for the Content or operation of websites or links outside of the Platform. PDAC is not responsible for what happens to your personal information if you visit websites or links outside of the Platform.
- Any downloads are done at your own risk and the PDAC or Platform assumes no responsibility for any resulting damages. Downloaded Content is to be used for personal, non-commercial uses only. You also understand that we cannot and do not guarantee or promise that any Content on the Platform will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements.
- The use or application of any information acquired from the Convention is entirely at the risk of the user. PDAC is not liable for any losses resulting from the information or advice presented in PDAC or user-generated content on the Platform.
- By engaging with the Platform via attending sessions, visiting booths, chatting forums, etc., your Profile information that you opt-in to display and any Content you submit may be shared with other Registered Participants.

The responsibility of having the necessary equipment to access the Platform, including reliable internet, is up to you, the Registered Participant. PDAC is not liable for technical difficulties relating to telecommunications beyond the control of the Organizers.

For greater clarity, PDAC will not be liable to you or any third party for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Platform;
- use or misuse of the Content; or
- any claim made against you for actual or alleged infringement of a third party's intellectual property rights.

PDAC will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform or your downloading of any of the Content.

### **(c) Use of your data and information on the Platform**



- Content uploaded to the platform will be stored for the length of the term. See the [Privacy Policy](#) for details.
- Analytics are collected from the Platform to improve the experience for Registered Participants, exhibitors, sponsors, partners, and for the Organizers. Ways in which data will be collected are: booth analytics by exhibitors; attendance at sessions; screen time for all aspects of the Convention; etc.
- PDAC will collect, use, retain and disclose to third-party providers and contributors information provided by or regarding the Registered Participant and the use of the Platform by the Registered Participant as reasonably required to provide the Platform, to perform PDAC's obligations and exercise PDAC's rights under the Agreement, to protect and enforce PDAC's legal rights and interests or the rights and interests of other persons, and as otherwise permitted by applicable law, including using and disclosing information as PDAC reasonably believes is necessary or appropriate in connection with any claim or dispute, to comply with applicable law (e.g. a subpoena, warrant, court or arbitral order or litigation disclosure obligation), to enforce this Agreement and other agreements, and to detect, investigate or prevent unlawful or fraudulent activities or other misconduct.
- If the Registered Participant gives to PDAC any feedback (including ideas or suggestions for enhancements or improvements) about the Platform or the Convention, then PDAC and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback without providing any compensation to the Registered Participant or any other person. For greater certainty, the Registered Participant will not include in feedback to PDAC any information that is confidential or proprietary to the Registered Participant or any other person.

#### **(d) Online Security**

PDAC takes online security seriously and all Registered Participants should be vigilant with their data and personal information while interacting with any virtual tool. Your username and password allow access to your unique account and Profile, and should be protected. Do not share your username or password with anyone. You are responsible for all activities originating from your account.

PDAC recommends all Registered Participants to:

- Logout of the Platform when you are not in front of your screen and close the browser for added security.
- Never give out your banking information unless you are using an official secure payment site.
- Take measures to ensure only you make changes to your Profile and that only you use it.
- Notify PDAC if you become aware of any suspicious, illegal, unauthorized, etc. activity or breach of security of your Profile.





PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

PDAC endeavors to protect the privacy of your account and other personal information we hold in our records through appropriate technical and organizational measures based on the highest industry standards, but we cannot guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time. PDAC cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements and recommendations. You will be liable for all activities through your Platform account, whether authorized or unauthorized.

#### 6. VIDEO/AUDIO RECORDING & PHOTOGRAPHY RELEASE TO PDAC

When entering a virtual session as a part of the Convention on the Platform, the Registered Participant hereby consents to the photography, videography, and voice recording of the Registered Participant at the event by PDAC. Private video or chat meetings conducted through the Platform are not automatically recorded by the Platform.

As a Registered Participant, you hereby authorize PDAC, its staff, representatives and suppliers to use, edit, reproduce, publish, transmit or distribute photographs, video footage and audio recordings of yourself captured/recorded during the 2021 Convention, in any and all publications, technological platforms or media of any kind whatsoever, including any social media or other media that may exist in the future. You, furthermore, agree to give this consent without expectation of payment, nor is there any time limit or geographic limitation as to where the above material may be released. You hereby 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. VIDEO/AUDIO RECORDING & PHOTOGRAPHY USE BY REGISTERED PARTICIPANTS

The PDAC strongly advises that all Registered Participants seek the verbal or written approval of anyone they interact with to video/audio record or take screenshots/photographs of them and must receive the consent of the PDAC before using those recordings/photographs. The PDAC is not responsible for video/audio recordings conducted outside of the Convention programming and/or Platform unless specifically noted.

#### 8. RELEASE AND WAIVER OF CLAIMS FOR CONVENTION PARTICIPATION

##### **(a) Registered Participants**

The Registered Participants hereby agrees and acknowledges that they are participating in the aforementioned Convention and related activities on their own accord. The Registered Participant



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

represents and warrants to PDAC that they are able to participate in the Convention and related activities. In consideration of the right to participate in this Convention and related activities, the Registered Participant hereby expressly waives any and all rights or claims they may have as a result of participation in this Convention against PDAC, its directors, officers, employees, members, staff, Platform, and all individuals assisting in instructing, sponsoring and conducting PDAC Convention activities, and the Registered Participant hereby fully releases and discharges them from any and all claims resulting from injuries, including death, damages or loss, which may occur to them or their heirs arising out of or in any way connected with the Registered Participant's participation in the Convention and related activities. The Registered Participant further agrees to indemnify, defend and hold harmless PDAC, its directors, officers, employees, members, staff, Platform and all individuals assisting in instructing, sponsoring and conducting PDAC Convention activities 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 Registered Participant's participation in this Convention and related activities.

#### **(b) Disclaimer**

The opinions expressed in the Convention presentations are solely those of the presenters and not necessarily those of PDAC, its members, Directors, Board and/or Staff. PDAC does not guarantee the accuracy or reliability of the information provided at the Convention.

With reference to live events, Registered Participants acknowledge that anything can happen and that PDAC endeavours to create a quality and appropriate event.

#### **9. USE OF CORPORATE LOGOS**

The Registered Participant shall not use PDAC's names, logos, watermarks, and look and feel of the Platform without PDAC's permission. For written permission to use PDAC's name and logo, contact PDAC Member Services at [info@pdac.ca](mailto:info@pdac.ca).

#### **10. REGISTERED PARTICIPANT CODE OF CONDUCT**

PDAC is committed to providing a positive experience for all participants, and expects Registered Participants to show respect and courtesy toward one another when using the Platform and during all Convention programming. At all times during the Convention the Registered Participant 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 Platform. The Registered Participant shall refrain from any action that will cause disruption to the event or interfere with other Registered Participant's participation at the Convention. The following is valid for the duration of the Term.



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

PDAC is not responsible for unofficial Convention events such as spinoff/satellite events hosted by persons or organizations other than PDAC outside of the Platform.

### **(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 Registered Participants 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. The Canadian Human Rights Commission defines [harassment](#) as a form of discrimination which can occur when someone:

- Makes unwelcome remarks or jokes about your race, religion, sex, age, sexual orientation, gender identity or expression, disability or any other of the [grounds of discrimination](#);
- Threatens or intimidates you because of your race, religion, sex, age, sexual orientation, gender identity or expression, disability or any other of the grounds of discrimination;
- Makes unwelcome physical contact with you, such as touching, patting, or pinching.

If a Registered Participant engages in harassing behaviour, the Organizers may take any action they deem appropriate, including warning the offender or expulsion from the Convention without refund.

### **(b) Substance Use**

The standard of conduct is centered on reasonable and responsible substance consumption. During the course of the Convention, substance use is permitted to the extent that a reasonable person would consume in the same circumstances. Substance misuse, however, will not be tolerated in any capacity. Any person found to be engaging in substance misuse may be suspended from the Convention without reimbursement of registration or other Convention related fees, and/or may be prohibited from future attendance at PDAC events.

### **(c) Criminal Behaviour**

Registered Participants 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



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

limited to:

- Harassment
- Assault
- Sexual assault
- The improper use of controlled substances
- Possessing a weapon

#### **(d) Other Unacceptable Behavior While Using the Platform During the Term**

Registered Participants shall not engage in other unacceptable behaviour such as, but not limited to:

- Threats – implied or explicit - of any nature to the Organizers
- Unprofessional, disrespectful, or uncooperative behaviour
- Use of crude, offensive, vulgar, hateful and/or derogatory language or behaviour, and/or personal attacks, in any form of communication
- Use of intimidation or bullying, in any form of communication
- Stalking, following, or making someone feel uncomfortable, in any form of communication
- Disruptions during presentations, events, or programming, in any form of communication, including but not limited to off-topic communications and protests
- Interfering with other Registered Participants' use of the Platform
- Displaying nudity or sexual images, in any form of communication
- Spamming or sending unsolicited communications for self-promotion or self-interest, in any form of communication
- Tampering with the Platform technology in any way
- Use of the Platform for any illegal purposes
- Sharing individual Platform access with unauthorized and/or unregistered individuals or groups
- Plagiarism or intellectual property infringement
- Soliciting business or self-promotion in any form of communication when it is not the intended purpose of the form of communication or programming
- Taking screen shots and/or audio or video recordings of people or presentations within the Platform without the person or people's explicit verbal or written consent
- Distributing, reproducing, selling, publishing, or transmitting in any way Content from the Platform without the approval of the author and/or the PDAC

#### **(e) Exhibitor Conduct, Distribution and Soliciting**

All Content distributed by an exhibitor must be confined to the exhibitor's exhibit booth. Any promotional



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

materials distributed outside of the exhibitor's booth, in public forums, networking spaces, chat, etc., will be removed immediately. Exhibitors are prohibited from soliciting in presentations or in another exhibitor's booth. PDAC has the right to restrict or expel any exhibitor that, in the opinion of PDAC, is a disturbance to presentations or other exhibitors including soliciting, distribution of promotional materials, personal conduct, and methods of operation. Please see the Exhibitor Terms and Conditions for more detail at <https://www.pdac.ca/convention/exhibits>.

#### **(f) Punitive Measures of Unacceptable Behaviour**

Violation of Human Rights, criminal behavior, and/or unacceptable behaviour will not be tolerated during the Term. Anyone asked to stop unacceptable behaviour is expected to comply immediately. If a Registered Participant engages in unacceptable behaviour, PDAC may take any action it deems appropriate, including warning or expelling the Registered Participant from the Convention and Platform with no refund. PDAC may, in its reasonable discretion, temporarily ban or permanently expel a Registered Participant from the Convention.

#### **(g) Reporting**

If you are being harassed, notice that someone else is being harassed, or have any other concerns regarding violations to this code of conduct, please contact us at [convention@pdac.ca](mailto:convention@pdac.ca).

If you feel like you are wrongfully accused of criminal or otherwise unacceptable behaviour, please contact us at [convention@pdac.ca](mailto:convention@pdac.ca)

If you are experiencing a health or safety emergency during Convention, please contact your local emergency services. If you experience or witness a violation of this Agreement, we kindly ask that all Registered Participants allow the Organizers to resolve any issues directly and first.

#### **(h) Dress Code**

We encourage the following dress code with the understanding that Registered Participants may be on camera during the course of Convention. All Registered Participants are encouraged to wear comfortable yet appropriate attire for the situation, whether for education, business, meeting, or social functions. Recommended attire is business or business casual. Registered Participants may contact the PDAC for clarification on the appropriate dress code, if necessary.

## 11. MODIFICATIONS



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

PDAC reserves the right to modify these Terms and Conditions and Code of Conduct at any time without notice or liability, although PDAC will do its best to inform Registered Participants of these changes. A revised version will be posted the PDAC website located at [www.pdac.ca/convention](http://www.pdac.ca/convention). Any change shall take effect immediately, unless otherwise advised. Each Registered Participant is solely responsible for checking the “Last Updated” date at the top of these Terms and Conditions and Code of Conduct, and reviewing any changes since the previous version.

Modifications may be made to the Platform at any point during the Term. You are deemed as in agreement with the changes should you continue to use the Platform. If you are not in agreement, you must terminate your use of the Platform.

The Organizers put Content quality and delivery as a top priority and from time to time, Content and subsequent experiences through the Platform may be modified due to circumstances out of their control and/or to preserve the integrity of the quality and delivery of the Content. The Organizers will do their best to notify Registered Participants of any modifications to the Platform content or delivery in a timely fashion.

PDAC reserves the right to change the dates and times, and Term of Convention at any time, and shall not be liable for damages or otherwise by reason of any such change.

## 12. TERMINATION

The PDAC reserves the right to terminate the Agreement at any time, without notice, and for any reason. Upon termination of this Agreement for any reason, the parties under this Agreement will have no further obligation to each other, except for such obligations which by their nature are intended to survive the termination of this Agreement.

## 13. INTERNATIONAL PARTICIPATION

Convention is governed by laws of Canada and the province of Ontario, and if any legal disputes arise over the use of the Platform or participation in the Convention, those laws apply. If you access the Platform from outside of Canada, you are responsible for compliance with foreign and local laws.

Registered Participants irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the province of Ontario in respect of all disputes arising out of or in connection with this Agreement. Notwithstanding the foregoing, PDAC may commence legal proceedings against a Registered Participant in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce the Agreement or to protect PDAC’s rights and interests.



PROSPECTORS &  
DEVELOPERS  
ASSOCIATION  
OF CANADA

#### 14. MISCELLANEOUS

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent or employee of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

The Registered Participant will not transfer or assign the Agreement or any of the Registered Participant's rights, obligations or liabilities under the 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 in its discretion may assign the Agreement without the Registered Participant's consent. The Agreement is binding on and will enure to the benefit of each party and each party's successors and permitted assigns.

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 the 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 the Agreement would fail in its essential purpose. Except as expressly set out in the Agreement, each party's rights and remedies under the Agreement are cumulative and not exhaustive or exclusive of any other rights or remedies to which the party may be entitled under the Agreement 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 the 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 the 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 the Agreement. The parties have expressly requested and required that the Agreement and all related documents be in the English language. All communications, notices and documentation provided under the Agreement will be in the English language only.

#### 15. CONTACTS

Questions regarding this Agreement?

Contact Nicole Sampson, Director, Convention at [nsampson@pdac.ca](mailto:nsampson@pdac.ca) or +1 416 362 1969 x 226

For general Registration enquiries, contact [pdac@pdacevents.ca](mailto:pdac@pdacevents.ca) or +1 647 362 8442 or 1 866 939 6468

For general Convention enquiries, contact [convention@pdac.ca](mailto:convention@pdac.ca) or +1 416 362 1969, ext. 234

For general Membership enquiries, contact [info@pdac.ca](mailto:info@pdac.ca) or +1 416 362 1969