

## **1.0 Terms and conditions for PBAST 2024**

These terms and conditions establish the agreement between you and PBAST2024 upon your registration for any event or conference they organize. Your registration for an PBAST2024 event signifies your acceptance and commitment to abide by these terms and conditions. It is important to thoroughly review this document.

### **1.1 Acceptance of policies and registration conditions**

These Terms & Conditions for PBAST2024 registration is applicable to all PBAST2024 events. Before completing your registration, it is necessary to acknowledge and agree to the Terms & Conditions outlined herein. If you choose not to accept these terms, please refrain from registering. Your submission of the registration is considered confirmation of your agreement with the Event Terms & Conditions.

### **1.2 How we will utilize your information**

PBAST2024 is dedicated to safeguarding your personal information and upholding data privacy. Details on how PBAST2024 collects, processes, and utilizes your data are outlined in the [PBAST2024 Privacy Policy<sup>1</sup>](#), which is integrated into these Terms & Conditions. Additionally, by providing your email address during the event registration, you consent to receiving event-related information from PBAST2024 and its event partners. A valid email address is mandatory for all registrations.

The personal data supplied in this registration is used by PBAST2024 for the administration of your participation in the event. This encompasses information regarding the event's content, logistics, payment, updates, and other relevant event-related details.

Your personal data may be disclosed to third-party service providers engaged by PBAST2024 to support in the event's execution, such as a housing bureau or mobile application provider. Information provided during registration for events managed or co-sponsored by parties other than PBAST2024 may be shared with those parties, subject to the respective privacy policies of such entities. Apart from the scenarios described herein, PBAST2024 will not disclose your personal data to any third party without your consent, unless required by law.

### **1.3 Nondiscrimination policy**

PBAST2024 strictly prohibits any form of discrimination, harassment, or bullying directed at any individual, irrespective of factors such as age, ancestry, colour, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

### **1.4 Conference safety**

PBAST2024 is dedicated to ensuring a secure, constructive, and inclusive environment for all participants, including staff and vendors, during PBAST2024-related events. Any form of discrimination, harassment, or bullying at PBAST2024-related events is strictly against PBAST2024's principles, with zero tolerance for such behaviour. Participants are expected to uphold these principles and respect the rights of others.

If you witness or experience behaviour that goes against these principles, please report it to onsite event staff. Event staff are ready to assist by contacting venue security or local law enforcement, providing escorts, or offering any necessary support to ensure the well-being of those facing harassment throughout the event. Your presence is valued, and your safety is a priority. Alternatively, you can directly contact PBAST2024 to report concerns at [pbast9.msia@gmail.com](mailto:pbast9.msia@gmail.com).

### **1.5 Liability waiver and release**

By registering for and participating in the event, you confirm that you are 18 years of age or older. In doing so, you voluntarily waive any claims, release PBAST2024, its members, employees, board members, agents, or volunteers from liability, assume all associated risks, and agree not to bring any legal actions against them for any expenses, losses, damages, personal injuries (including loss of life), illnesses (including but not limited to COVID-19), disabilities, property damages, or thefts that may occur before, during, or after the event. This waiver does not apply if the mentioned harm is solely and grossly due to the negligence of PBAST2024. This Liability Waiver and Release extend to your heirs and assigns and is given with full awareness.

### **1.6 Service as an invited speaker**

If you agree to speak at an PBAST2024-sponsored event, your contact and biographical details may be shared with event attendees. Occasionally, we may also request a photograph. In some instances, we may publish information on the event website, including your name, employer, work address, work email address, and a link to your company website and/or professional LinkedIn page, accessible to the public. This facilitates communication, allowing visitors, including event attendees and speakers, to reach out with inquiries, requests for more information, and feedback as needed. Additionally, speakers might be required to complete a release agreement or copyright form before their presentation.

#### **1.7 Credential/badge scanning during the event**

At PBAST2024 events, co-sponsors, exhibitors, and third parties may independently seek your personal information at their exhibit booths or during presentations. The decision to share your information with them is voluntary, and it is advisable to review their privacy policies to address your specific needs and concerns regarding the handling of your personal information.

If you participate in a session or program hosted by an exhibitor not affiliated with PBAST2024, you acknowledge and consent that, by presenting your badge for scanning or providing personal data, this information will be transmitted to a non-PBAST2024 entity. PBAST2024 assumes no responsibility for how that company utilizes your personal information.

#### **1.8 Usage of photographic and video material taken at PBAST2024 events**

In accordance with global data privacy laws, PBAST2024 places specific restrictions on the use of multimedia during its events, including photography, video recording, audio recording, online streaming, and any potential future mediums. Attendees are allowed to use handheld cameras and/or smartphones to capture photographs for personal, non-commercial use, provided it does not cause disruption. However, these photographs may not be published, sold, reproduced, transmitted, distributed, or commercially exploited in any manner.

PBAST2024 may engage professional service providers (photo/video/streaming/audio) to document and showcase the event experience. Additionally, PBAST2024 may utilize social media platforms, such as Twitter, to (i) share real-time photos and videos on its social media feeds and (ii) display selected submissions from those feeds on monitors throughout the event venue. Attendees and sponsors are encouraged to document their event experiences and share their own social content (text, photos, audio, video, streaming), ensuring it does not infringe upon the rights of attendees, sponsors, third parties, or PBAST2024. Infringement includes, but is not limited to, defamation or violation of intellectual property rights. If an attendee requires a release or permission to protect the rights of a third party, obtaining such release or permission is the sole responsibility of the attendee.

By attending the event, you acknowledge and agree: (a) PBAST2024 may edit and use captured footage for marketing, promotional activities, and any other lawful purpose in the ordinary course of its business; and (b) due to the prevalence of mobile recording devices, PBAST2024 disclaims all liability for the capture of your image in any multimedia format by other attendees at the event.

#### **1.9 Recordings of the proceedings of standards development meetings**

The PBAST2024 Standards Association Standards Board enforces limitations on recording the proceedings of PBAST2024 standards development meetings. These restrictions encompass, but are not confined to, the use of audio recording, video recording, and photography by both participants and observers.

#### **1.10 General regulations**

PBAST2024 retains the right to modify, amend, add, or remove any of the aforementioned Terms & Conditions at its sole discretion and without prior notice. If any one or more of the conditions outlined in these Terms & Conditions becomes invalid, the remaining conditions will remain valid and applicable. These Terms & Conditions are applicable to all event participants, including attendees, speakers, sponsors, and exhibitors.

The opinions expressed by event attendees, speakers, exhibitors, or sponsors do not necessarily reflect those of PBAST2024. All attendees, speakers, exhibitors, and sponsors bear sole responsibility for the content of individual or corporate presentations, marketing collateral, and/or advertising.

## 2.0 PBAST2024 Privacy Policy<sup>1</sup>

At PBAST2024, your privacy is important to us. We strive to provide you with information, content, and experiences that are relevant to your interests. PBAST2024 is dedicated to safeguarding the privacy of its members, customers, volunteers, and other contacts.

### 2.1 Scope

This privacy policy pertains to all personal data handled by full-time and part-time employees, volunteers acting on behalf of PBAST2024, contractors, and partners conducting business for PBAST2024. It encompasses all legal entities, operating locations across countries, and business processes carried out by PBAST2024.

### 2.2 Information collected

#### 2.2.1 What information do we gather?

PBAST2024 collects the following personal data in accordance with the specified usage purposes detailed in a subsequent section:

- Your name and contact details
- Date of birth
- Online profile data/usage
- Emergency contact information
- Social media profile information
- Copies of identification documents
- Education and professional information
- Communication information, including PBAST2024 Online Support and Contact Center communications
- Purchasing and payment information
- Registration and participation in PBAST2024 events and activities
- Subscription preferences
- Information about the device(s) you use
- Information about service usage
- Cookies
- Authentication data
- Location information
- Author and peer review information
- Other information you upload or provide to us

#### 2.2.2 How do we use your information?

PBAST2024 employs (and, where specified, shares) your personal information for the following purposes:

To process transactions. PBAST2024 uses personal information such as name, physical address, telephone number, email address, and company/institution to engage in interactions with you, including contacting you about your order, donation, subscription, event participation, or membership. We use financial/credit card and payment information to process your order and may need to share some of this information with delivery services, credit card clearing houses, and other third parties to complete the transaction.

To provide support or other services. PBAST2024 may use your personal information to provide you with support or other services that you have ordered or requested. PBAST2024 may also use your personal information to respond directly to your requests for information, including registrations for newsletters, webinars, or other specific requests, or pass your contact information to the appropriate PBAST2024 distributor or reseller for further follow-up related to your interests.

To provide information based on your needs and respond to your requests. PBAST2024 may use your personal information to provide you with notices of new product releases and service developments.

To provide online forums and social networks. Some services available on the websites permit you to participate in interactive discussions, post comments, opportunities, or other content to a bulletin board or exchange, or otherwise engage in networking activities. Some of these services are moderated; all may be accessed for technical reasons (for example, for improvements or fixes). PBAST2024 does not control the content that users post to these forums or social networks. You should carefully consider whether you wish to submit personal information to these forums or social networks and tailor any content you submit appropriately and in accordance with the relevant terms of use. You should also review any additional terms and conditions that may govern your use of these services, including terms related to sharing your personal information and receiving communications.

To administer products. PBAST2024 may contact you if you purchase products to confirm certain information about your order (for example, that you did not experience problems in the download process). We may also use this information to confirm compliance with licensing and other terms of use and may share it with your company/institution.

To select content, improve quality, and facilitate use of the websites. PBAST2024 may use your personal information, including the information gathered as a result of site navigation and electronic protocols and cookies (including third-party cookies), to help create and personalize website content, improve website quality, track marketing campaign responsiveness, evaluate page response rates, conduct usability testing, and facilitate your use of the websites (for example, to facilitate navigation and the login process, avoid duplicate data entry, enhance security, keep track of shopping cart additions, and preserve order information between sessions).

To serve personalized advertising to you. We don't share your information with advertisers without your consent. We allow advertisers to choose the characteristics of users who will see their advertisements, and we may use any of the non-personally-identifiable attributes we have collected to select the appropriate audience for those advertisements. When you click on or otherwise interact with an advertisement, there is a possibility that the advertiser may place a cookie in your browser and that your attributes meet the criteria the advertiser selected.

To assess usage of PBAST2024 products and services. PBAST2024 may track your usage of PBAST2024 products and services (e.g., PBAST2024 Xplore) to determine your level of usage, and those usage statistics may be made available to PBAST2024's content licensors and your company/institution.

To communicate with you about a meeting, conference, or event. We may communicate with you about a meeting, conference, or event hosted or co-sponsored by PBAST2024 or one of our business associates. This may include information about the event's content, event logistics, payment, updates, and additional information related to the event. Information you provide when registering for or participating in a conference managed or co-sponsored by parties, other than or in addition to PBAST2024 may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties. PBAST2024 and its conference co-sponsors may contact you after the event about the event, subsequent iterations of the event and related events. Please note that PBAST2024 conference, meeting or event organizers, co-sponsors, exhibitors, and other third parties may directly request your personal information at their conference booths or presentations. Providing your information to them is optional, and you should review their privacy policies to address your particular needs and concerns about how they will treat your personal information.

To consider you for a higher member grade or an PBAST2024 award. PBAST2024 may use personal information such as your name, education, work history, and volunteer activities to consider you for a higher member grade or for an PBAST2024 award. PBAST2024 may need to share this information with your nominators, references, judges, and other parties involved in evaluating your eligibility.

To include you in PBAST2024 Member Directories. If you are an active member of PBAST2024, one of its Societies, or PBAST2024 Standards Association, at your request, we may include your information in PBAST2024 Member Directory in PBAST2024 Collabratec, and, if applicable, the Fellows Directory and PBAST2024 Society Directories. We may also enable private member to member messaging (your email address is never shared). Active members can customize their member directories visibility preferences any time in account settings.

To document standards development participation. If you are a participant in PBAST2024 standards development, PBAST2024 uses your personal information to comply with policies and procedures, legal and accreditation requirements, and evaluation of patent claims by patent offices. PBAST2024 must capture your personal data for these purposes, and provides information about activities related to standards development

groups in which you participate. PBAST2024 standards development participation is documented through various methods, e.g., rosters, submission documents, email reflectors, records of meeting attendance, responses to ballots, publicly available participation lists, and declaration of affiliations.

To assist in your participation in PBAST2024 activities. PBAST2024 will communicate with you, if you are participating in certain PBAST2024 activities such as PBAST2024 conferences, authoring or reviewing an PBAST2024 periodical article, or PBAST2024 humanitarian activities. PBAST2024 may send you information such as newsletters related to those activities.

To update you on relevant PBAST2024 benefits, programs, and opportunities. PBAST2024 may communicate with you regarding relevant PBAST2024 benefits, programs, and opportunities available to you, through your membership(s) with PBAST2024.

To engage with third parties. PBAST2024 may share your personal data with third parties in connection with services that these individuals or entities perform for or with PBAST2024. These third parties are restricted from using this data in any way other than to provide services for PBAST2024 or for the collaboration in which they and PBAST2024 are contractually engaged (for example, hosting an PBAST2024 database or engaging in data processing on PBAST2024's behalf, or mailing you information that you requested). These third parties are carefully selected by PBAST2024 and obligated to keep your data secure. From time to time, we may also share your information with third parties whom we think might provide content.

## **2.3 Technical and regulatory information**

### **2.3.1 Logging Practices**

PBAST2024 automatically records the Internet Protocol (IP) addresses of visitors. Each computer on the internet is assigned a unique IP address, which generally changes with each internet connection (dynamic address). However, for broadband connections, the IP address collected may be static and associated with your personal computer. In addition to recording IP addresses, PBAST2024 tracks sites visited before accessing its website and the search terms used to find it. Page visits, time spent on pages, and types of searches are also monitored. Searches remain confidential and anonymous, used solely for statistical purposes to improve the website.

PBAST2024 captures and stores transmitted information, including:

- Browser/Device type/version
- Operating system used
- Media Access Control (MAC) address
- Date and time of the server request
- Volume of data transferred

### **2.3.2 External Links Behavior**

Some PBAST2024 websites link to external sites maintained by other organizations. When you navigate to an external site, you leave the PBAST2024 domain, and PBAST2024's privacy policies no longer apply. It is advised to review the privacy statement of each external website before providing personal data.

### **2.3.3 Cookies and Web Beacons**

Cookies and web beacons are electronic placeholders placed on devices by websites to track movements on the site over time. PBAST2024 uses session-based and persistent cookies to recognize repeat users, facilitate site access, track usage behavior, and balance website usage across servers. Tracking cookies, third-party cookies, and web beacons may process additional information and enable non-core functionalities on the PBAST2024 website.

### **2.3.4 Do Not Track (DNT)**

PBAST2024 websites do not respond to Do Not Track (DNT) consumer browser settings.

### **2.3.5 Collaboration with Authorities**

PBAST2024 has a designated privacy officer who represents regulatory authorities within the organization and vice versa. The privacy officer ensures communication with relevant regulatory authorities, leads investigative actions, handles complaints and data breach notifications, and monitors regulatory changes.

### **2.3.6 Transfer of Information to Other Countries**

As a global organization, PBAST2024 engages in international activities involving the transfer of information to other countries. By submitting information to PBAST2024, consent is given for such transfers and the processing of information in other countries.

### **2.3.7 Responses to Legal Requests**

PBAST2024 reserves the right to share information in response to duly authorized information requests from governmental authorities or as required by law. In case of bankruptcy, merger, acquisition, reorganization, or asset sale, information may be sold or transferred, subject to the promises in the privacy policy.

### **2.3.8 Compliance with Data Privacy Laws**

PBAST2024 complies with applicable data privacy laws, including GDPR and CCPA. Individuals may have certain rights to their data under these laws, and requests can be made by emailing [privacy@PBAST2024.org](mailto:privacy@PBAST2024.org) with "Data Privacy Request" in the subject line, specifying the privacy right in the email. Additional information may be requested, and PBAST2024 may charge a fee where permitted to cover certain request costs.

### **2.3.9 How to Contact for Issues**

For any questions or concerns about the Privacy Policy or the use of personal information, contact PBAST2024 by emailing [pbast9.msia@gmail.com](mailto:pbast9.msia@gmail.com).