

## **SPARK Event Terms and Conditions**

I, as Registrant, hereby acknowledge and agree to the following Illumina Inc. (“Illumina”) and SPARK (“Event”) terms and conditions, which include and incorporate by reference Illumina’s [Corporate Privacy Policy](#).

### **Denial of Registration, Entry or Participation**

Illumina reserves the right to deny registration or entry to any individual or entity for any reason, at Illumina’s sole discretion, including for past or present failure to meet Illumina’s standard of business conduct, false pretenses or engaging in violent, illegal, threatening or discriminatory conduct. Attendees must behave in a professional manner at all times during the Event and adhere to the Illumina Event Code of Conduct. You may not at any time record (digitally or otherwise) or photograph any portion of the Event or any Event participants, speakers, or moderators, nor shall you publicly disclose any portion of the Event or its participants using any form of media or press coverage.

Illumina does not permit loud, abusive or defamatory language, harassment or other unprofessional or inappropriate behavior at the Event at any time. This restriction is inclusive of, but not limited to, gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, or religion. Sexual language and imagery are not appropriate for any conference venue, including talks. Harassment includes offensive verbal comments, sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention. We do not tolerate harassment of conference participants, speakers, or staff in any form. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of SPARK Event Team immediately.

If Registrant engages in any impermissible conduct at the Event, Illumina may revoke Registrant’s right to participate in the Event at any time, at Illumina’s sole discretion, without liability to Registrant or its company. If Illumina revokes a Registrant’s right to participate in the Event, Registrant will be required to leave the Event and all Event premises immediately without a refund.

Please email event staff at [sparkgen@illumina.com](mailto:sparkgen@illumina.com) if you experience or witness any behavior that is not consistent with the Code of Conduct.

### **Healthcare Providers and Government Employees/Officials**

If you are a healthcare provider or government employee or official, you must identify yourself as such during the SPARK registration process and respond to all related compliance questions.

If you are a healthcare provider or government employee/official and you are offered free or discounted attendance or participation at SPARK, you must disclose your attendance at SPARK to your employer in advance, and obtain your employer’s permission for you to accept free or discounted attendance at SPARK. You must also confirm your compliance with the foregoing upon request by Illumina.

If you are a healthcare provider or government employee/official, you must also comply, for the entire duration of SPARK, with all applicable rules and regulations imposed by your employer, including those rules and regulations relating to the acceptance and disclosure of gifts and gratuities.

### **Affiliated Services**

Illumina’s registration vendor, Eventfinity, (or any other application or website through which you may register for an Event or access Event information or materials) may contain or make available information on accommodation, transportation and other services provided by third parties (each, an “Affiliated Service”). For clarity, Affiliated Services are Third-Party Materials. For further clarity, hotel reservations are provided as an Affiliated Service, and

Illumina is not responsible for any issues or disputes between you and any hotel. You will be responsible for complying with the hotel's cancellation policy, including if an Event is cancelled for any reason.

### **Personal Release**

Illumina (and/or others on behalf of Illumina) may be photographing, recording (both audio and video), webcasting, podcasting or otherwise transmitting during any or all of an Event (including at the Event venue during an Event session, breakout, keynote or other activity). Your image, likeness, voice, statements and other identifying characteristics (each, an "Image") may be captured in photographs, recordings (both audio and video), webcasts, podcasts or other transmissions of the Event (each, a "Recording").

You hereby grant to Illumina a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit Recordings (including your Images therein), in whole or in part, in any format or media now known or hereafter developed, and for any purpose (including for promotional purposes, such as testimonials).

Illumina exclusively owns all right, title and interest (including intellectual property rights) in and to the Recordings, all modifications and derivatives of Recordings, and all proceeds derived therefrom. Illumina has no obligation to share any such proceeds with you.

You hereby irrevocably waive any right you may have to inspect or approve the use or other exploitation of any Recording or any reproductions thereof, and you agree that Illumina has no obligation to use any Recording (including any of your Images) or otherwise exercise any of the rights granted to Illumina with respect to your Images.

Your Images may appear in Recordings made available to the public, and third parties may retain, use or distribute such Recordings. Once made available to the public, Illumina has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of Recordings.

In connection with the use or other exploitation of Recordings (including your Images), you hereby irrevocably waive and release any and all claims with respect to intellectual property, rights of publicity, rights of privacy, and any other claims or damages with respect to such use or other exploitation. You affirm that you are of legal age and have read the foregoing release and fully understand its contents.

### **Forward Looking Statements**

Illumina may make or present forward-looking statements regarding its future events or future financial performance, or future events or future financial performance of its Affiliates or partners. Words such as "expects," "goals," "plans," "believes," "continues," "may," and variations of such words and similar expressions identify forward-looking statements. In addition, any statements that refer to or may imply future financial performance, anticipated growth and trends in Illumina businesses, and other characterizations of future events or circumstances are forward-looking statements. All such statements that are not historical facts are based on Illumina's current expectations and are subject to a number of risks and uncertainties, and the actual events or results may differ materially. Please refer to Illumina's filings with the Securities and Exchange Commission, specifically, its most recent earnings release and most recent Form 10-Q or Form 10-K for more information on the risk factors that could cause the actual results to differ materially from those contained in forward-looking statements, including variable product demand, product introductions by competitors, pricing pressures, and manufacturing issues (including product defects, errata, lower than anticipated manufacturing yields, and supply of components).

**Assumption of Risk**

Your attendance of or participation in an Event or any related activities is completely voluntary. Illumina does not guarantee admittance to all or any part of any Event (including any session, breakout, keynote or other activity). Unless specified otherwise by Illumina, all event sessions, breakouts, keynotes or other activities, if applicable, are seated on a first-come, first-served basis. To the maximum extent permitted under applicable law, you accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending an Event, and hereby waive any claims you may have against Illumina, its Affiliates, Event Sponsor or Event Vendors relating to such risks.

Illumina reserves the right, including without prior notice, to limit the number of Event attendees and participants, to cancel or terminate any Event registration, to bar any person from attending all or any part of any Event, and to refuse to provide any person with access to Event materials.

**Changes to SPARK**

SPARK is subject to change at any time. Illumina does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

Illumina reserves the right, including without prior notice, to make any change to SPARK at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). Illumina is not responsible for, and no reimbursement will be issued in the event of, any change to an Event (including modification of the overall Event program, or the schedule or content of, or cancellation of, any session, keynote or other activity).

**Limitation of Liability**

The maximum aggregate liability of Illumina, together with all Illumina Affiliated Parties, for all damages, losses and causes of action in connection with these Program Terms or an Event, whether in contract, tort (including negligence) or otherwise, will be SPARK registration fees, if any, paid by you to and received by Illumina for SPARK giving rise to the liability.