

## VIDCON US REGISTRATION TERMS & CONDITIONS

*Last modified: December 20, 2016*

VidCon, LLC is proud to produce the 8th Annual VidCon in Anaheim, CA, USA (“Event”). The following Registration Terms and Conditions (“Terms”) apply to you and any party you are registering for participation in any VidCon Event (“Participant”), and such Participant’s registration, attendance, participation, enrollment, and/or application for involvement in the Event, including but not limited to your purchase and/or possession of any Event entry material, such as badges, wristbands, tickets, passes, and giveaways (“Credentials”). By clicking “I Accept” below and/or by obtaining your Credentials you agree to these Terms.

1. Refund & Revocation Policy. All Credentials are the sole property of VidCon. VidCon may, in its sole discretion and at any time determined by VidCon, cancel, revoke or refuse from any individual or company the following: [Credentials, purchases, and/or hotel reservations made through VidCon Housing]. VidCon shall not be responsible for any penalty, fee, loss, or expense that might result from such action.
  - a. You will have until June 7, 2017 at 11:59 p.m. MT to modify or cancel your registration. For any cancellations before that date, you will receive a full refund minus a \$10 processing fee per ticket canceled. **If you purchased merchandise please make sure you refund your entire order using your order number.** If you are unsure whether or not you purchased merchandise, please email [info@vidcon.com](mailto:info@vidcon.com). After that date, VidCon cannot accept any modifications or cancellations. Please note that refunds can take up to a week to process, and possibly longer depending on your bank or card issuer. VidCon will not issue refunds for Credentials that have been revoked.
  - b. Unused Credentials have no monetary value and cannot be credited to future years or events. VidCon will not issue refunds or credits due to failure to redeem a discount coupon during the registration process. Discounted prices are based on the date payment is received in the VidCon office.
  - c. Lost or stolen Credentials will not be replaced. In the event Credentials are lost or stolen, new Credentials will need to be purchased for a Participant’s continued access to the Event.
  - d. Use of a Credential by anyone other than the authorized individual will result in revocation of the Credential without any refund.
2. VidCon Credentials are issued to, can be picked up by, and used by only the individual named in the registration. VidCon Credentials are non-transferable after they have been picked up. VidCon badges allow the badge holder entry to specific defined events, but cannot guarantee admission to every VidCon event. Event admission is subject to venue capacity and age restrictions in compliance with state and local laws. Age restrictions are specific to each venue. Children under the age of 13 must at all times be accompanied by a parent or other adult guardian.
3. Photographs and/or audio/video recordings taken at the Event by VidCon, or others on behalf of VidCon, may include a Participant’s image, name, voice and/or likeness. By attending and/or participating in the Event, each Participant hereby grants VidCon permission to use the

Participant's photograph, image, likeness, voice and statements for any purpose, including but not limited to commercial purposes, without compensation or credit to the Participant, in any and all media now known or hereafter devised.

4. Event Participants agree to the [VidCon Code of Conduct](#). VidCon reserves the right, without refund, to revoke the Credentials of Participants whose conduct violates the Code of Conduct.
5. Each Participant understands that participating in the Event is voluntary and may involve certain risks of physical injury, damage to property, and other damages or losses that may be sustained by a Participant. Each Participant assumes all risk of damages, property loss, and personal injury which may occur by participating in the Event.
6. **IN NO EVENT SHALL VIDCON BE LIABLE TO ANY PARTICIPANT, AND/OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR OTHER DAMAGE TO PROPERTY, DAMAGE FOR LOSS OF BUSINESS PROFITS OR ANY OTHER PECUNIARY LOSS, INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE REGISTRATION, CREDENTIALS AND/OR PARTICIPATION IN THE EVENT, EVEN IF VIDCON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
7. **EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENT, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENT, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. VIDCON EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN.**
8. Each Participant agrees to indemnify, defend, and hold harmless VidCon and its subsidiaries, affiliates, officers, directors, shareholders, attorneys, employees, licensors, contractors, advisors, suppliers, agents and other representatives from and against any and all claims, demands and all other liabilities, including without limitation costs and attorneys' fees, made by any third party arising out of or in connection with each Participant's use of the registration(s) or Credentials, or any Participant's violation of the Terms.
9. VidCon Credentials may not be used as a prize in any form of promotion, contest, game, or sweepstakes without written pre-approval from VidCon.
10. [Lost and Found will be located at the [registration help desk] during the Event. Participants can drop off found items at the [registration help desk] during the Event. Participants can also email a description of an item and the location it was lost or found to [info@vidcon.com](mailto:info@vidcon.com). After ninety (90) days following the Event, unclaimed lost and found items may be disposed of in VidCon's sole discretion.]
11. The Terms will be governed by the laws of the State of Montana, United States, without regard to its principles of conflicts of laws. Each Participant and VidCon hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Missoula, Montana, United States, and agrees that any such court will be the proper forum for the determination of any dispute arising hereunder.
12. Each Participant has read, understands, and agrees to the VidCon [Terms of Use](#) and VidCon [Privacy Policy](#), which are incorporated herein by this reference.
13. VidCon reserves the right to make changes to the Terms at any time without notice to each Participant, so we suggest that you check back and review the Terms from time to time. In the

event that any term or provision of the Terms shall be deemed invalid, illegal or unenforceable in any respect, such term or provision shall be deemed severable and shall not affect the validity and enforceability of any remaining term or provision.