

TERMS OF USE

Last modified: August 4, 2016

Welcome to the official website of South by Southwest®. SXSW, LLC, its subsidiaries and affiliates (“Company”) own and operate the website <http://www.sxsw.com> and related websites and mobile applications (the “Site”), including all information, documents, text, audio, visual, and graphics (excluding Third Party Content, which is defined below) on the Site (collectively, the “Site Materials”) as well as all software, products, and services offered and/or operated by Company and/or third parties through the Site (collectively, the “Products and Services”), available for your use subject to the terms and conditions set forth in this document, as may be revised from time to time by Company (collectively, the “Terms of Use”).

BY ACCESSING OR USING THIS SITE IN ANY WAY, INCLUDING, WITHOUT LIMITATION, EVALUATING, DOWNLOADING, PURCHASING, AND/OR USING ANY OF THE SITE MATERIALS OR PRODUCTS AND SERVICES DISPLAYED AND/OR OFFERED ON THIS SITE, OR BY MERELY BROWSING THIS SITE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF USE AND COMPANY’S [PRIVACY POLICY](#), WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DON’T AGREE TO SUCH TERMS WE REQUEST THAT YOU LEAVE THIS SITE IMMEDIATELY.

This Site is intended for lawful use by persons over thirteen (13) years of age in the United States and Canada. If you are under the age of thirteen (13) please discontinue using this Site immediately. Company reserves the right to change the Terms of Use and other Company guidelines and policies (including, but not limited to, the Privacy Policy and the Registration & Credential Terms and Conditions available [here](#)) posted on the Site from time to time at its sole discretion, with or without notice, and the revised Terms of Use and other revised guidelines and policies shall be posted on the Site. Your continued use of the Site, or any Products and Services accessible through it, constitutes your acceptance of the revised Terms of Use, and your use of the Site will be subject to the most current version of the Terms of Use, policies, and guidelines posted on the Site at the time of such use. Therefore, you should periodically check the Terms of Use and policies on Company’s Site to view the current version. If you breach any of the Terms of Use, your authorization to use this Site and any authorized use of Site Materials shall automatically terminate, any Site Materials downloaded or printed from the Site, whether authorized or unauthorized, must be immediately destroyed and, in certain cases, you

may also be required to immediately stop using Company's Products and/or Services. Company reserves the right to pursue any additional remedies available in law or equity.

Certain Products and Services available on or through this Site are available only to persons who have purchased or subscribed to them under a paid or trial subscription agreement with Company (the "Subscribers") or persons invited by Company to evaluate such Products and/or Services, or who have requested the right to perform such an evaluation.

Intellectual Property; Limited License to Users. This Site, the Site Materials, and the Products and Services are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Site, Site Materials, and/or Products and Services may violate such laws in addition to the Terms of Use. Except as expressly provided herein, Company and its licensors and suppliers do not grant any express or implied license to the Site, Site Materials, Products or Services. You agree not to copy, republish, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on, the Site, the Site Materials, or its Products and Services, except if expressly authorized herein.

Purchase of Products and/or Services. When purchasing or using Products and/or Services on this Site that are offered by Company, you shall be subject to any agreements or licenses applicable to such Products and/or Services ("Specific Agreement") and to the Terms of Use. Specific Agreements may contain terms and conditions in addition to those in the Terms of Use but all terms and conditions of the Specific Agreements and the Terms of Use shall apply. In the event of a conflict between the Terms of Use and any Specific Agreement, the Specific Agreement shall control with respect to your rights to the Product or Service.

Third Party Materials. In addition to the Products and Services offered by Company, this Site also advertises, offers, or makes available information, products and/or services provided by third parties (collectively, the "Third Party Materials"). Third Party products and/or services are governed by separate agreements or licenses with the Third Parties. Company offers no guarantees and assumes no responsibility or liability of any type with respect to the Third Party Materials, including any liability resulting from incompatibility between Third Party products and/or services and the products and/or services provided by Company. You agree that you will not hold Company responsible or liable with respect to the Third Party Materials or seek to do so.

Use of Software, Products, and Services. The software, Products and Services, and accompanying documentation that is made available through this Site, whether made available by downloading or otherwise, is the copyrighted and/or patented work of Company and/or its licensors and/or suppliers. Use of the software, Products and Services, and accompanying documentation is governed by the terms of the agreement or license that accompanies or is included with such software or Products and Services. You will not be able to download or install any software or Product that is accompanied by or includes a license agreement, and you will not be able to use any Service, unless you agree to the terms of the applicable license agreement. If you do not agree to such terms, you will not be able to use the software, Products or Services. Absent a license agreement that accompanies the software or Products and Services, use of the software or Products and Services will be governed by the Terms of Use. You agree that you will not decompile, reverse engineer, or otherwise attempt to discover the source code of the software and Products and Services available on this Site, and that you will not decompile or reverse engineer any of the Products and Services.

Use of Site Materials. Except as may be indicated to the contrary elsewhere on this Site, you may view, download, and print the Site Materials available on this Site subject to the following conditions:

- The Site Materials may be used solely for personal, non-commercial, informational purposes.
- The Site Materials may not be modified or altered in any way.
- The Site Materials on the Site may not be distributed or sold, rented, leased, or licensed to others.
- You may not remove any copyright or other proprietary notices contained in the Site Materials.
- Company reserves the right to revoke the authorization to view, download, copy, and/or print the Site Materials available on this Site at any time, and any such use shall be discontinued immediately upon notice from Company.
- Any rights granted to you by Company constitute a license and not a transfer of title.

Important Exceptions: Various sections of the Site (such as, by way of example only, demonstrations which show the use and/or utilization of Company Products and/or Services in the movie production industry, or showcase the work of creative professionals) belong to their creators (the “Third Party Content”), may be protected by copyright or other proprietary laws, and are for display and demonstration purposes only. Accordingly, you may not download, use, copy or print Third Party Content unless there is a notice associated with the Third Party Content work expressly permitting

downloading, use, copy and/or printing. The rights specified above i.e., the right to view, download, and print the Site Materials and Third Party Content available on this Site are not applicable to the design or layout of this Site. Elements of this Site are protected by copyright and other laws and may not be copied, reproduced or imitated in whole or in part.

Trademark Information. The trademarks, logos, and service marks (“Marks”) displayed on this Site are the property of Company or third parties. You are not permitted to use the Marks without the prior written consent of the owner of the Mark. For example, SXSXW® and SOUTH BY SOUTHWEST® are federally registered trademarks of Company. For more information about Company’s trademarks, please visit the [Trademarks Guidelines](#) page.

Submission of Information. Information submitted through this Site may be accessed and used by a Company service provider. Although Company and Company’s service provider, PayPal, Inc. (“PayPal”) each take certain steps in an effort to protect the electronic transmission of credit card numbers or social security numbers (“Financial Information”) that you submit through the Site, Company does not guarantee the security of any information transmitted to or from the Site. You understand and agree to assume the security risk for any information you provide using the Site, and should review the terms of use and privacy policy of any third party to which you are providing Financial Information and other personal identifying information, including PayPal’s, which is available [here](#).

Other than the Financial Information, and as specifically requested otherwise, do not send any confidential or proprietary information through the Site. Except for the Financial Information or personally identifiable information relative to you and requested by Company, any information you do send through the Site will be deemed NOT to be confidential (“Non-Confidential Information”). For any Non-Confidential Information you do send, post or submit, you hereby grant Company and its affiliates, successors, and assigns an unrestricted, royalty-free, irrevocable, worldwide license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Company is free to use any ideas, concepts, know-how or techniques that you send Company for any purpose and in any manner whatsoever without compensation to you or any other person sending the Non-Confidential Information. You represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Company or its affiliates, successors or assigns, will not infringe or violate the rights of any third party. If you

submit personally identifiable information via the Site, Company will treat it in accordance with the [Privacy Policy](#) found on the homepage of this Site.

You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

User Conduct. In using the Site, including all Products and Services available through the Site, you agree as follows:

- not to disrupt or interfere with any other user's use or enjoyment of the Site or affiliated or linked sites;
- not to upload or otherwise transmit through the Site any viruses or other harmful, disruptive, or destructive files;
- not to create a false identity;
- not to use or attempt to use another's account, password, services, or systems;
- not to use any high volume or automated mechanisms (including, without limitation, robots, spiders, offline readers, harvesting bots or other mechanism) to retrieve, download, store, mine or reproduce the Site or its contents.
- not to attempt to transmit any content which you are not authorized to transmit and/or infringes on any third party's rights; and
- not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Products and Services, Site Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked sites.
- not to post any content that libels, defames, invades privacy, or is indecent, obscene, pornographic, abusive, threatening, illegal, solicits gambling, or engages in any gambling activity

Managing Content and Communications. Although it is not our intention to do so, Company reserves the right, in its sole discretion, to delete or remove your content from the Site and to restrict, suspend, or terminate your access to all or part of this Site, at any time if we have cause to do so (including, without limitation, our good faith belief that you have violated the Terms of Use) without prior notice or liability. In addition, Company reserves the right to delete or remove your content if the applicable subscription or license has expired or lapsed or if Company has a good faith belief that you have violated these Terms of Use or any law or regulation, or that such deletion or removal is necessary to comply with the law or to protect the rights of Company or others. Company may, but is not obligated to, monitor or review (i) any areas on the Site where users transmit

content, and (ii) the substance of any content. To the maximum extent permitted by law, Company will have no liability related to your content arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Company also disclaims all liability with respect to the misuse, loss, modification, destruction, or unavailability of any of your content. For information regarding copyright infringement takedown procedures pursuant to the Digital Millennium Copyright Act, please see the [Copyright Notice](#) page.

All material you submit to the Site, including emails, becomes the sole and exclusive property of Company, and Company may reproduce, distribute, display, exhibit, and otherwise exploit that material in all markets and media now known or hereafter devised throughout the Universe in perpetuity without any compensation or other consideration to you. You hereby waive all moral rights you may have in and to that material. Company does not consider any material you make available to the public via the Site to be confidential or proprietary.

Use and Protection of Account Number and Password. You are responsible for maintaining the confidentiality of any of your account numbers, account names, and/or passwords, where and when applicable to the Site. You are responsible for damages resulting from all uses of your account number, account name, and/or password, whether actually or expressly authorized by you, unless access to your account number, account name, and/or password was obtained through no fault or negligence of your own.

WARRANTIES AND DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND COMPANY, THIS SITE, AND ALL SITE MATERIALS, PRODUCTS, AND SERVICES ACCESSIBLE THROUGH THIS SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY THAT (i) THE SITE MATERIALS, PRODUCTS, AND SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SITE MATERIALS, PRODUCTS, AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ALWAYS AVAILABLE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE MATERIALS, PRODUCTS, AND SERVICES WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF ANY SITE MATERIALS, PRODUCTS, AND SERVICES PURCHASED OR ACCESSIBLE BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE PRODUCTS AND SERVICES OBTAINED FROM OR USED THROUGH THE SITE, OR ANY DEFECTS IN THE SITE, THE SITE MATERIALS, PRODUCTS, AND SERVICES, WILL BE CORRECTED.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. COMPANY MAY MAKE CHANGES TO THE SITE MATERIALS, PRODUCTS, AND/OR SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS AND SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE SITE MATERIALS, PRODUCTS, AND/OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND COMPANY MAKES NO COMMITMENT TO UPDATE SUCH SITE MATERIALS, PRODUCTS, AND/OR SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT (i) COMPANY DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED AND/OR PERFORMED BY THIRD PARTIES THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, THOSE PROVIDED BY THIRD PARTY VENDORS OR THOSE ACCESSIBLE THROUGH LINKS ON THE SITE; (ii) COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR THIRD PARTY CONTENT, PRODUCTS, OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED AND/OR PERFORMED BY THIRD PARTIES.

THE USE, INSTALLATION, AND/OR DOWNLOADING OF ANY SITE MATERIALS, PRODUCTS, AND SERVICES THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR COMMUNICATIONS SYSTEMS OR SERVICES, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. COMPANY ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS INSTALLED, TRANSMITTED, OR DOWNLOADED TO YOUR COMPUTER OR COMMUNICATIONS SYSTEMS OR SERVICES FROM THE SITE OR IN CONNECTION WITH ANY SITE MATERIALS, PRODUCTS, AND SERVICES APPEARING ON AND/OR OFFERED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

LIMITATION OF LIABILITY. IN NO EVENT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL COMPANY, ITS SUBSIDIARIES, AFFILIATES, AGENTS,

OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INJURIES AS A RESULT OF YOUR USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THIS SITE, THE SITE MATERIALS, PRODUCTS, AND SERVICES, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE SITE, ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, OR ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE. YOU AGREE THAT COMPANY'S LIABILITY ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THIS SITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO COMPANY FOR THE USE OF THE SITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

International Users. This Site can be accessed from countries around the world and may contain references to Company Products and Services that are not available in your country. These references do not imply that Company intends to announce or provide such Products or Services in your country. The Site is controlled, operated, and administered by Company from its offices within the United States of America. Company makes no representation that the Site, or the Site Materials, Products, and Services appearing on or available through the Site, are appropriate, legal, or available for use at other locations outside the United States, and access to the Site from territories where the Site or any of the Site Materials, Products, and/or Services are illegal is prohibited. If you access the Site from a location outside the United States, you are responsible for compliance with all applicable laws, including but not limited to the Export Control Laws discussed below.

Export Control Laws; Notice to U.S. Government Users. The export and re-export of Company Products and/or Services are controlled by the United States Export

Administration Regulations, and such Products and/or Services may not be exported or re-exported to any country to which the United States embargoes goods. In addition, Company Products and/or Services may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals. By using, installing, and/or downloading any Company Product or Service you are certifying that, no matter where you currently reside, you are not a national or resident of any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

Most Company Products and Services are commercial in nature. The software and documentation available on this Site are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Indemnity and Liability. You agree to indemnify and hold Company, and its subsidiaries, affiliates, officers, directors, shareholders, attorneys, agents, employees, licensors, suppliers, co-branders or other partners harmless from any claim or demand, including reasonable attorneys’ fees and damages of any kind, made by any third party due to or arising out of content you submit to Company and/or transmit through the Site (including, without limitation, any content or computer viruses), your use of the Site, Site Materials, and/or any Products and Services, your connection to the Site, your violation of these Terms of Use, the actions of any of your employees or agents in conjunction with the Site, or your violation of any rights of another person or entity or any and all laws and regulations applicable to these Terms of Use, and/or your use of Company’s Products and/or Services.

Governing Law and Jurisdiction. This Site (excluding linked third-party sites) is controlled by Company from its offices within the State of Texas, United States of America. By accessing this Site, you and Company agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof. You and Company also agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Austin, Texas, USA.

General. The Terms of Use, Privacy Policy, Registration and Credentials Terms and Conditions, RFID Policy, and the other guidelines, policies, licenses, disclaimers posted on the Site, and any other negotiated agreements between you and Company constitute the entire agreement between Company and you. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Company to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

Headings. The paragraph headings used herein are for convenience only and shall not be used to limit any portion of these Terms of Use.