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PARTICIPATION AND CREDENTIALS TERMS AND CONDITIONS

SXSW, LLC (“SXSW”) is proud to produce our family of events, including SXSW@ Conference & Festivals, SXSW EDU@ Conference & Festival, and SXSW Gaming (“Event(s”).

These SXSW Participation and Credentials Terms and Conditions (the “Terms”) apply to you as a participant in any SXSW Events and any individual you are making a purchase on behalf of (“you” “your” or “Participant”), and such Participant’s registration, attendance, participation, enrollment, and/or application for involvement in the Events, including, without limitation, your purchase and/or possession of any SXSW Event entry credential(s) whether physical or digital, such as wristbands for the SXSW Music Festival, SXSW Film Festival, and/or SXSW Gaming (collectively referred to as “Wristbands”), badges, tickets, passes, and giveaways (Wristbands, tickets, passes and badges are collectively referred to herein as “Credential(s)”). By clicking “accept” below, and/or by obtaining your Credentials you acknowledge and agree to these Terms.

1. **Applicable Terms.** Paragraphs 1-21 below apply in full if Participant is purchasing Credential(s). If Participant is not purchasing Credential(s) and is only applying for a SXSW program, including, without limitation, an awards program, competition, or other opportunity to demonstrate, display or present an original idea, concept or other work, then only Paragraphs 1-3; 9-21 below apply to Participant.

2. **Official SXSW Credentials and Applications.**

a. **Credentials.** SXSW and its agents and representatives are the sole creators, sellers and distributors of SXSW Credentials. Any Credential(s) not created by and legally acquired from SXSW or its authorized agents or representatives will be considered fraudulent and invalid, and subject to revocation. SXSW reserves the right to pursue any and all legal action available against any person or entity involved in the actual or attempted creation, dissemination

or use of an unauthorized Credential.

b. Applications. Any application to participate in SXSW must be submitted

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Credentials are the sole property of SXSW. SXSW may, in its sole discretion and at any time determined by SXSW, cancel, revoke, or refuse from any individual or company the following: Credentials, purchases, and/or hotel reservations made through SXSW. SXSW will not be responsible for any penalty, fee, loss, or expense that might result from such action.

- a. SXSW does not issue refunds under any circumstances. Any and all payments made to SXSW are not refundable for any reason, including, without limitation, failure to use Credentials due to illness, acts of God, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. SXSW 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. SXSW 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 SXSW 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 at the full price in effect at that time for a Participant's continued access to the Events, including, without limitation, showcases, parties and conference content.
- d. Use of a Credential by anyone other than the authorized individual will result in revocation of the Credential without a refund.
- e. Before February 14, 2020, SXSW will change the Participant name on SXSW EDU and SXSW Platinum, Interactive, Film, and Music Credentials (other than Wristbands) for a processing fee of \$125 per Credential. On or after February 14, 2020, the processing fee will be \$175 per Credential. Wristbands are non-transferable. Name changes will not be made after a Credential has been issued.

4. Credentials are Non-Transferable. SXSW Credentials are issued to, can be picked up by, and used by only the Participant named in the registration. Credentials are non-transferable after they have been picked up.

5. Wearing Credentials is Required for Entry. For security reasons, and to allow entry

into SXSW Event(s), Participant must wear, possess and present their Credential as follows: badges must be on the SXSW-issued lanyard around Participant's neck while

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be valid. If a Credential is not worn or presented correctly by a Participant, SXSW reserves the right to deny that Participant's entry into SXSW Events.

6. Entry and Restrictions. SXSW Credentials allow the Participant entry to specific defined events, but do not guarantee admission to every SXSW Event. Event admission is subject to venue capacity and age restrictions in compliance with state and local laws. Age restrictions and capacity are specific to each venue. Venues may each have their own restrictions limiting entry with certain foods, beverages, or other items such as chairs or bags that are non-transparent or do not fit specified dimensions. Wristbands are valid Credentials for specific Events applicable to the Wristband type, but will not afford the Participant access to: the SXSW Trade Show, conference and keynote sessions, or other SXSW conference activities, unless SXSW specifies otherwise.

7. Credentials Cannot be Prizes. SXSW Credentials may not be used as a prize or incentive in any form of promotion, contest, game, or sweepstakes without advance written approval from SXSW.

8. No Tampering with Credentials. Tampering with any Credentials, including, without limitation, Wristbands (e.g., stretching, tearing, cutting, taping, etc.) is not permitted. If tampering is evident, the applicable Credential will be invalidated and confiscated and Participant will not be allowed entry to any/all SXSW venues and Events where the Credential is required.

9. SXSW Lost and Found. SXSW is not responsible for lost or damaged items dropped off at the Registration Help Desks during the Events. Lost and Found will be located at Registration during the Events. Participants can drop off found items at the Registration Help Desks during the Events. Participants can also email a description of the item and the location it was lost/found to reg@sxsw.com. After ninety (90) days following the event, unclaimed lost and found items may be disposed of at SXSW's discretion.

10. Image Release. Photographs and/or audio/video recordings taken at the Events by

SXSW, or others on behalf of SXSW, may include a Participant's image, name, voice and/or likeness. By attending and/or participating in the Events, Participant hereby

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acknowledges and agrees to the Photo and Video Policy applicable to the Event that Participant is participating in or purchasing a Credential to attend, which policies are incorporated herein by this reference. (See [SXSW Attendee Photo and Video Policy] (<https://www.sxsw.com/attendee-photo-video-policy/>), [SXSW EDU Attendee Photo and Video Policy](#), and the [SXSW Gaming Attendee Photo and Video Policy](#)).

11. Code of Conduct. Participant hereby agrees to the [Code of Conduct] (<https://www.sxsw.com/attend/code-of-conduct/>) applicable to the Event Credentials Participant is purchasing (See the SXSW Code of Conduct, [SXSW EDU Code of Conduct](#), [SXSW Gaming Code of Conduct](#)). If SXSW determines that a Participant violated the SXSW Code of Conduct, SXSW reserves the right, in its sole discretion, to revoke that Participant's Credentials without refund to Participant.

12. Weapons-Free Policy. SXSW is a private event and maintains a [Weapons-Free Policy](<https://www.sxsw.com/weapons-free-policy/>) for the Events. Participant is prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and are not permitted to bring weapons onto the premises of any SXSW Events. Participant's bags may be checked prior to entering a venue by: (a) SXSW and its employees, contractors and/or representatives; (b) the venue for SXSW Events; and/or (c) SXSW clients or their representatives. SXSW reserves the right, in its sole discretion, without refund to Participant, to deactivate and/or revoke the Credentials of a Participant if such Participant violates this Weapons-Free Policy. Participant agrees that this policy is in force, and agrees to comply with the policy, regardless of whether signs prohibiting weapons are posted on the premises of any official SXSW Event.

13. Voluntary Participation & Assumption of Risk. Participant understands that participating in the Events 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. Participant assumes all risk of damage, property loss, and/or personal injury which may occur by participating in the Events.

14. Additional SXSW Policies. Participant has read, understands, and agrees to the

Terms of Use, Privacy Policy and RFID Policy applicable to the Event Participant is participating in or purchasing a Credential to attend, which policies are incorporated

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15. Personal Information. The SXSW website uses cookies as a collection tool along with personal data that you share with SXSW to tailor marketing to your interests, deliver the goods/services you purchase from SXSW, and to enhance and customize your experience on the SXSW website and at the event. Be sure to review the applicable SXSW Privacy Policy (See the [SXSW Privacy Policy] (<https://www.sxsw.com/privacy-policy/>), [SXSW EDU Privacy Policy](#) and [SXSW Gaming Privacy Policy](#)) for more information about how SXSW collects and uses personal data, and to update your preferences.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL SXSW BE LIABLE TO ANY PARTICIPANT, OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT’S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENTS, EVEN IF SXSW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. NO WARRANTIES. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT’S PARTICIPATION IN THE EVENTS, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENTS, 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 ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. SXSW EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN.

18. Indemnification. Participant agrees to indemnify, defend, and hold SXSW and its officers, employees, volunteers, contractors, suppliers, and representatives harmless 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 Participant’s use of the registration(s) or Credentials, or any violation of the Terms by Participant.

19. **Choice of Law.** These Terms are governed by the laws of the State of Texas,

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20. **Updates to Terms.** SXSW reserves the right to make changes to the Terms at any time without notice to Participant, so please check back and review the Terms from time to time.

21. **General Provisions.** Nothing in this agreement establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect.



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