amazon
accelerate

Amazon Accelerate Event Terms and Conditions

Last Updated: May 3, 2023

These terms and conditions (these "Terms") govern your registration for and participation at any in-person, webcast, on-demand, virtual or any other event (the "Event") organized by Amazon Accelerate ("Amazon Accelerate," "we," "us," or "our") and are an agreement between Amazon Accelerate and you. You represent to us that you are authorized to enter into these Terms. Please see Section 12 for definitions of certain capitalized terms used in these Terms.

Section 1: Event Registration and Attendance.

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process and pay any applicable registration fee(s). Unless the Event's registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 18 years of age on the first day of the Event. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. We may also change the Event program at any time in our sole discretion. You will at all times comply with the Amazon Accelerate Code of Conduct.

Section 2: Safety and Security.

Your safety and security are important to us. For in-person events, you understand that you and your property may be subject to a reasonable search upon entry to the Event. We may also ask you to provide photo identification. If you refuse to participate in these security measures, we may deny you entry. We also reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees. If we deny you entry or require you to leave, you will not receive a refund.

Section 3: Your Information.

3.1 Generally.

By registering for the Event, you agree to receive information from Amazon Accelerate about the Event and other related Amazon Accelerate marketing communications and special offers by email, post, or other forms of communication. We handle your information in accordance with the Amazon.com Privacy Notice. You consent to our collection, use, and disclosure of information you provide when registering for the Event in accordance with the Amazon Privacy Notice. You may opt-out of marketing communications from Amazon Accelerate at any time by following the instructions in the communications received.

3.2 Sharing with Event Sponsors.

We may provide your contact information to Event Sponsors if (a) you elect to attend any sessions or other activities at the Event involving Event Sponsors (in which case we would provide your contact information only to the Event Sponsor involved in such session or other activity); or (b) you

opt in during registration, on the mobile app, virtual event platform, or otherwise to share your information or receive communications from our Event Sponsors.

3.3 Voice and Image.

By participating in the Event experiences, you agree that we may derive information from recordings of your voice and images of your face and retain and use all resulting information, in each case in accordance with the Amazon Privacy Notice.

Section 4: Recordings and Materials.

4.1 Your Materials; Recordings.

You grant us, our affiliates, and our independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event (the "Recordings"). You grant to Amazon Accelerate and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate, for any purpose relating to our business, all or any part of the Recordings and Your Materials. We may edit the Recordings and Your Materials, use them alone or together with other information, and allow others to use and disseminate them. To the maximum extent permitted by law, you waive any moral rights you may have in the Recordings and Your Materials. You represent and warrant that (a) Your Materials are true and accurate to the best of your knowledge, (b) you have the necessary rights and permissions to grant the license in this Section 4, and (c) Your Materials do not violate or infringe any copyright, trademark, or other proprietary rights of any person or entity.

4.2 Our Materials.

We retain all rights to Our Materials and you may not share or reproduce (including with audio or video recordings, screenshots, photographs or downloads) without obtaining our prior written consent (save for instances where we expressly indicate that Our Materials for the Event can be copied or shared).

Section 5: Taxes.

Each party will be responsible for paying all applicable taxes and other governmental fees, charges, penalties, interest, and additions to such taxes that are imposed on that party upon or with respect to the transactions and payments under these Terms. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). Amazon Accelerate may collect Indirect Taxes from you, unless you furnish Amazon Accelerate with a properly completed exemption certificate or a direct payment permit certificate for which Amazon Accelerate may claim an available exemption from Indirect Tax.

amazon
accelerate

Section 6: Cancellation.

6.1 By You.

If registration fees or other fees are required for the Event, cancellation instructions and the Event's cancellation policy will be listed on the Event's registration webpage.

6.2 By Us.

We may cancel the Event at any time for reasons including, for example, availability or suitability of venue or speakers or on security, health, or safety grounds, and we may deny, limit, or cancel your Event registration at any time. We are not responsible for any damages, direct or indirect, resulting from such cancellation. If we cancel the Event or your registration and you are in compliance with these Terms, we will issue you a refund of your Event registration fee in accordance with the cancellation policy on the Event's registration webpage.

6.3 Effect of Cancellation.

If you or Amazon Accelerate cancel your registration for the Event or Amazon Accelerate cancels the Event, Section 3, Section 4, Section 5, Section 6.3, Section 7.2, Section 8, Section 9, Section 10, Section 11, Section 12, and Section 13 will remain in full force and effect.

Section 7: Trade Compliance and Ethics.

7.1

You represent and warrant that you and your financial institution(s) used to fund any fees required for the Event are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

7.2

You certify that you have confirmed with an appropriate ethics official that there are no federal, state, local, or institutional ethics or procurement laws, regulations, or rules that restrict or prohibit your attendance at the Event or would otherwise create a conflict of interest for Amazon Accelerate.

Section 8: Assumption of Risk.

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

amazon
accelerate

Section 9: Release of Claims.

To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release Amazon Accelerate and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event, the Recordings, or Your Materials.

Section 10: Limitations of Liability.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED USD $100. THE LIMITATIONS IN THIS SECTION 10 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Section 11: Miscellaneous.

11.1 Waiver.

The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.2 Severability.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

11.3 Force Majeure.

We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, epidemic or pandemic, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

11.4 Assignment; No Third Party Beneficiaries.

You will not assign or otherwise transfer these Terms or any of your rights and obligations under

these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Amazon Accelerate as a party to these Terms, and Amazon Accelerate is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

11.5 Governing Law.

Subject to Section 13, the laws of the State of Washington, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

11.6 Dispute.

SUBJECT TO SECTION 13, ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT (A) YOU MAY TO THE MAXIMUM EXTENT PERMITTED BY LAW ASSERT CLAIMS IN SMALL CLAIMS COURT; (B) YOU OR WE MAY BRING SUIT IN THE STATE OR FEDERAL COURT IN KING COUNTY, WASHINGTON, SUBMITTING TO THE JURISDICTION OF THE COURT AND WAIVING OUR RESPECTIVE RIGHTS TO ANY OTHER JURISDICTION, TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS; OR (C) WE MAY BRING ANY CLAIMS RELATED TO YOUR SALE OF COUNTERFEIT PRODUCTS ON THE AMAZON SITE IN THE STATE OR FEDERAL COURT IN KING COUNTY, WASHINGTON AND SEEK ANY REMEDY AVAILABLE UNDER LAW RELATED TO THOSE CLAIMS. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE TERMS AS A COURT WOULD. BEFORE YOU MAY BEGIN AN ARBITRATION

PROCEEDING, YOU MUST SEND A LETTER REQUESTING ARBITRATION AND DESCRIBING YOUR CLAIM TO OUR REGISTERED AGENT CORPORATION SERVICE COMPANY, 300 DESCHUTES WAY SW, SUITE 304, TUMWATER, WA 98501. THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS COMMERCIAL RULES, WHICH ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. PAYMENT OF FILING, ADMINISTRATION, AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. WE WILL REIMBURSE THOSE FEES FOR CLAIMS TOTALING LESS THAN $10,000 UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. WE WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, OR IN PERSON AT A MUTUALLY AGREED LOCATION. WE AND YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE AND YOU WAIVE ANY RIGHT TO

amazon
accelerate

A JURY TRIAL.

11.7 Modifications to these Terms.

We may modify these Terms at any time by posting a revised version on the Amazon Accelerate Site. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the Amazon Accelerate Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

11.8 Entire Agreement; English Language.

These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms). If we provide a translation of the English version of these Terms, the English version of these Terms will control if there is any conflict.

Section 12: Definitions.

"Amazon Accelerate Event Code of Conduct" means the Amazon Accelerate community code of conduct located here (and any successor or related site designated by us), as may be updated from time to time.

"Amazon Privacy Notice" means the privacy notice located at https://www.amazon.com/privacy (and any successor or related site designated by us), as may be updated from time to time.

"Amazon Accelerate Site" means http://amazonaccelerate.com, http://earlybird.amazonaccelerate.com, http://register.amazonaccelerate.com (and any successor or related site designated by us), as may be updated from time to time.

"Event Sponsor" means a third-party sponsor of the Event.

"Our Materials" means all materials submitted or presented (including, for example, our company details, presentation decks and other collateral) by us (in electronic copy, onscreen, hard copy, verbally, or otherwise).

"Hybrid Event" means an Event that has an in-person aspect and a virtual aspect.

"Your Materials" means all materials submitted (including, for example, your name and biographical information) or presented by you (in electronic copy, onscreen, during the Event registration process, hard copy, verbally, or otherwise).