



## **ContentSquare CX Circle NYC 2024 event**

### **TERMS AND CONDITIONS**

These terms and conditions set out the rules for the registration and purchase of tickets for the ContentSquare CX Circle NYC 2024 event and the terms and conditions for the attendance at such an event organized by ContentSquare.

#### **Definitions**

**Agreement:** means the agreement between You and ContentSquare regarding the online registration and purchasing of a pass for an In-person Event, including these terms and conditions;

**In-person Event:** an In-person event organized by ContentSquare as mentioned on the Website;

**Pass:** the document that serves as an admission pass for an In-person Event, including electronic passes;

**Terms and Conditions:** The general terms and conditions of ContentSquare In-person Events;

**ContentSquare:** means Content Square Inc. a company located at 53 Beach Street, New York, NY 10013 United States

**Website:** the ContentSquare event websites, including – but not limited to – <https://www.contentsquare.com>, <https://go.contentsquare.com/cxcircle-nyc>, and any other website used by ContentSquare at any time;

**You:** means every legal entity that enters into an agreement with ContentSquare by

purchasing a Pass and/or registering for an In-person Event for individuals employed by Your organization.

## 1. **Terms and Conditions**

- 1.1. Deviations from these Terms and Conditions shall only apply when agreed in writing between You and Contentsquare. The applicability of any of your purchasing or other general terms and conditions is expressly rejected, unless agreed otherwise by Contentsquare in writing. By purchasing a Pass or registering for an In-person Event You agree to comply with and be bound by these Terms and Conditions.

Contentsquare has provided You with these Terms and Conditions before concluding the Agreement. The Terms and Conditions can be consulted via the Website: <https://go.contentsquare.com/cxcircle-nyc/faq>

## 2. **Conclusion of Agreement**

- 2.1. By clicking the button "Order Now" or "Register" on the Website You conclude an agreement with Contentsquare for the purchase of a Pass. Therefore it is necessary that You (i) have filled in all necessary fields on the order form and provide your company name, email address and name of the attendants, and all required information Contentsquare may need (ii) have accepted these Terms and Conditions. Please inform us of any special access requirements at the time of the purchase of your Pass.
- 2.2. By submitting registration details, You agree to allow Contentsquare to contact You as required for the organization and administration of the In-person Event. If Contentsquare cannot reach You and thus cannot verify the data entered by You on the order form, Contentsquare may cancel the reservation.

### 3. **Number of Passes**

- 3.1. Contentsquare reserves the right to limit the number of Passes You can buy or reserve for an In-person Event. The maximum number of Passes You can buy per In-person Event is determined by Contentsquare per In-person Event and will be published on the In-person Event page.

### 4. **Payment Pass and registration fee**

- 4.1. The prices for a Pass are listed on the Website with and without tax, if applicable. Payment must be done in US Dollars.
- 4.2. You must pay the registration fee prior to the start of the In-person Event at the venue. There are no sales at the door of the venue.

### 5. **Transfer and Refund policy**

- 5.1. If one or several persons within Your organization are unable to attend the In-person Event You are allowed to transfer the corresponding Pass to another employee within your organization. You can transfer such Pass by contacting the support team via the email address listed in the confirmation email. Contentsquare will not refund your Pass if You are unable to attend.
- 5.2. Please note that the Passes purchased are for the use of individuals employed by Your organization only and may not be resold or transferred for commercial gain under any circumstances. Where there has been any resale or attempted resale of any Passes for commercial gain (or any other breach of this term), Contentsquare reserves the right to cancel the relevant Passes with immediate effect and without refund.

## 6. **Changes or cancellation of the In-person Events**

- 6.1. In the event that the Event does not occur on the scheduled date for any reason, Contentsquare may determine in its sole discretion to roll forward the Event to an alternative date so long as such date is within twelve (12) months of the scheduled date of the Event. Contentsquare will provide You prior written notice of any such change within twelve (12) weeks of our notice to you that the Event has been rescheduled. You acknowledge and agree that any such change shall not be deemed to be a breach of these Terms and Conditions; provided, however, in the event the Event is unable to be rescheduled within twelve (12) months, You may provide written notice to Contentsquare and elect to have the registration fee previously paid refunded to You, which refund will be Yours sole and exclusive remedy under these Terms and Conditions.
- 6.2. Contentsquare in its sole discretion reserves the right to cancel the In-person Event. A full refund will be provided to You if the In-person event is canceled without any reschedule as set forth in clause 6.1 above.
- 6.3. Contentsquare reserves the right to make any changes to the In-person Event. Please note that while In-person speakers and topics are confirmed at the time of publishing, circumstances beyond the control of Contentsquare may necessitate substitutions, alterations or cancellations of the In-person Event speakers and/or topics. As such, Contentsquare reserves the right to alter or modify the advertised In-person Event speakers and/or topics at any time without any liability to You whatsoever. No refunds will be provided to You if the In-Person Event is changed.

- 6.4. Contentsquare is not responsible for any expenditure, loss or damage of any kind incurred as a result of substitution, alteration, cancellation or postponement of an In-person Event.
- 6.5. Contentsquare maintains Attendee Rules applicable to all attendees of an In-person Event, including You. These Attendee Rules form an integral part of these Terms and Conditions. The Attendee Rules can be accessed by clicking on the following link: <https://go.contentsquare.com/cxcircle-nyc/faq>
- 6.6. Aforementioned Attendee Rules are also available at the In-person Event venue at the Contentsquare information desk.
- 6.7. Contentsquare preserves the right to refuse Your admission to the In-person Event for any behavior Contentsquare deems unacceptable, or if You breach the Attendee Rules, or breach any of the Terms and Conditions.

## 7. **Intellectual Property**

- 7.1. You grant to Contentsquare a worldwide, non-exclusive, royalty-free, sub-licensable license (solely in connection with the Event) to use and display Your trade names, trademarks service marks, logos, symbols, or other copyrighted or proprietary identifications (whether registered or not) (the "Attendant Marks"):
  - 7.1.1. During 5 months before, and 4 months after the Event, to promote and exploit the Event;
  - 7.1.2. for any future events promotion; and
  - 7.1.3. in perpetuity when used in any materials produced in connection with, or related to, arising from, the Event and in any promotional materials for similar events, as well as for archival purposes.

- 7.2. All intellectual property rights in the Attendant Marks, together with any goodwill therein, shall be solely and exclusively owned by You, and Contentsquare shall not acquire any rights in the Attendant Marks, including any developments or variations.
- 7.3. Contentsquare grants to You and in accordance with the terms and conditions herein, a non-transferable, non-exclusive, royalty-free license to use and display the Event Marks, as defined below, provided to You solely to promote Your attendance of the Event; provided, however, that any such use (i) shall be consistent with Contentsquare brand guidelines provided to you from time to time, and (ii) shall not reasonably be expected to have a material adverse impact, on Contentsquare name, image, reputation, good will or any other legitimate business right or interest.
- 7.4. All intellectual property rights in or arising out of the Event shall be owned by Contentsquare, including but not limited to any rights accruing in the Event logos and trademarks ("Event Marks"), all data and information collected in connection with the Event and films, videos, photographs, recordings, promotions, advertisements and/or other materials prepared or developed in connection with the Event or derived from the Event. You shall not acquire any rights in the Event Marks, including any developments or variations.
- 7.5. You shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the Event Marks and any Contentsquare trademarks, or do anything which will or may affect any registration of the Event Marks. You agree that you shall not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than your attendance to the Event), or that Contentsquare endorses any part of Your business, trading name or style.

## 8. **Media**

- 8.1. An In-person Event may be filmed and recorded by audio, visual, audio-visual or electronic means or photographed (including footage or photographs of individuals or groups of attendees), and You must inform the photographer(s) at the In-person Event if You do not wish to be included in any individual or group footage or photographs.
- 8.2. Contentsquare, and any third party licensed by Contentsquare, is permitted to use and distribute footage and photographs from an In-person Event, which may feature images of You, in any media (including social media) whether now known or hereafter to be invented throughout the world in perpetuity for the purposes of advertising, publicity, reporting and otherwise in relation to the exploitation of such recordings and photographs.
- 8.3. Notwithstanding any clause to the contrary, You shall not have any claim to compensation or benefits or any claim, including, without limitation, claims based upon invasion of privacy, defamation or right of publicity, arising out of any use, alteration, blurring, distortion or use in composite form of their name, image, picture, voice, or likeness in connection with such footage or photographs.
- 8.4. Without the express prior written permission of Contentsquare, You may not bring any audio or video recording devices (except for personal cell phones) into the In-person Event.

## 9. **Badges and scanning**

- 9.1. For security reasons and to allow access to the In-person Event, You must wear your In-person Event badge throughout the In-person Event.

If your In-person Event badge is lost, You will not be able to access the In-person Event anymore.

- 9.2. You are free to choose if You want Your badge to be scanned during an In-person Event by Contentsquare or partners). It is Your choice to allow partners (e.g., exhibitors) to scan Your badge or to provide them with Your name and contact information. It is Your responsibility to know how the partners may use any of Your personal information (including Your name and contact information) which You may elect to provide to the partners.

## 10. **Attendance at an In-person Event and Liability**

- 10.1. You are responsible for arranging an appropriate insurance coverage in connection with Your attendance at an In-person Event.
- 10.2. EXCEPT IN CASE OF DAMAGES RESULTING FROM A BREACH BY YOU OF ATTENDEE RULES, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR (I) ANY AMOUNT IN EXCESS OF THE REGISTRATION FEE AND (II) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 11. **General**



- 11.1. If any provision of these Terms and Conditions is null and void, the other provisions of these Terms and Conditions will remain in full effect.
- 11.2. Changes to the Terms and Conditions enter into force thirty (30) days from the day they are announced via the Website.

12. **Governing law & disputes**

- 12.1. The Agreements between You and Contentsquare, these Terms and Conditions, and the Code of Conduct are exclusively governed by the law of New York State
- 12.2. Any dispute arising from the Agreement, these Terms and Conditions or the Attendee Rules will be submitted to the competent court in New York city, NY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND CONTENTSQUARE HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT

Last updated date: May-01-2024