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CRICUT EVENT ATTENDEE TERMS AND CONDITIONS

These Cricut Event Attendee Terms and Conditions (this "*Agreement*") govern your attendance at and/or participation in a Cricut event (the "*Event*").

By registering for, purchasing a ticket for, or attending the Event you agree to this Agreement, which forms a legal binding contract between Cricut, Inc. ("*Cricut*", "*we*", "*us*", "*our*"), and the registered individual, participant, and/or attendee ("*you*", "*your*"). If you are registering on behalf of another (including any children or adults you have legal guardianship over) it is your responsibility to ensure that the person attending understands, acknowledges, and agrees to this Agreement, and by completing the registration you are representing and warranting that you have caused any such additional attendee(s) to do so.

1. <u>Event Admission.</u> Your registration entitles you and your authorized guests admittance to the Event subject to the terms and conditions of this Agreement. Any and all other costs associated with your attendance (including without limitation any travel and/or accommodation expenses) shall be borne solely by you and we shall have no liability for such costs.

2. Attendance. We are committed to providing a peaceful and harassment-free Event and we expect all attendees to behave appropriately and to treat everyone else at the Event with dignity and respect. During the Event, you shall conduct yourself in an orderly manner and shall not act in any manner which causes offence, annoyance, or inconvenience to other attendees or speakers. You shall not canvass, promote, advertise, or solicit for business in a manner which, in our sole discretion, is deemed unacceptable. We and/or the venue owners and staff, in our/their sole discretion and without any liability or obligation to refund, reserve the right to request your removal from the Event if we/they consider your presence or behavior to: create a disruption, nuisance, or hinderance to the Event or the enjoyment of the Event by other attendees or speakers; represent a security or health & safety risk to the Event or any other attendees or speakers; or fail to comply with, or are likely to fail to comply with this Agreement.

3. <u>Event Details.</u> The Event may be held at a Cricut-owned or -controlled venue or a venue owned/controlled by an authorized third party (in each case, the "*Venue*") on the date and time specified on your admittance ticket, registration confirmation, and/or other Event promotional materials. Cricut reserves the right in its sole discretion to make changes to the Event schedule, Venue, proceedings, or any other details, with or without prior notice.

4. <u>Event Media.</u> You understand that Cricut and/or its authorized contractors or agents may be conducting photography, videography, and/or audio recording at the Event. By registering for, participating in, and/or attending the Event you acknowledge and agree to grant us the right to record, film, photograph or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to us includes, but is not limited to, the right to edit such media, the right to use the media (alone or together with other information), and the right to allow others to use and/or disseminate the media.

5. <u>Personal Photography, Audio, and Video Recording.</u> Any use of photographic, audio, video or other recording equipment at the Event is strictly prohibited, unless it is approved by us in writing in advance.

6. <u>Age Limitation.</u> There is no entry of those under eighteen (18) years old unless previously authorized and accompanied by an adult chaperone or with guardian permission to attend the Event that has agreed to this Agreement. Please make alternative childcare arrangements, as we do not offer childcare services at the Event.

7. <u>Payment.</u> Where applicable, the payment of the applicable fee(s) for the Event is due upon registration. If such payment is insufficient or declined for any reason, we may refuse to admit you to the Event and shall have no liability in that regard.

8. <u>Taxes.</u> The fee(s) may be subject to sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to you in addition to the fee(s).

9. <u>All Ticket Sales Final.</u> Where purchase is necessary, all ticket sales are final and non-refundable. Tickets to the Event have no cash value.

10. <u>Personal Use Only.</u> All tickets for the Event are for your own personal use. **Tickets are non-transferable and may not be** sold/resold under any circumstances. Selling, reselling, and/or transferring your ticket, not in accordance with this Agreement, will void the ticket and the ticket holder will not gain entry into the Event.

11. <u>Privacy Policy.</u> Any information gathered from your registration for, participation in, and/or attendance at the Event are subject to our Privacy Policy located at <u>https://www.cricut.com/legal</u>.

12. <u>Intellectual Property.</u> Cricut may present information, materials, and/or demonstrations related to its products, services, or industry during the Event. Any and all intellectual property or Feedback (defined below) in or to the Event, Event content, and all products and materials distributed at or in connection with the Event (together "*Event Content*") shall be our sole and exclusive property (or the appropriate third-party owner(s), if any) and you shall not acquire any rights in such Event Content, including any developments or variations of them. Nothing in this Agreement grants you any legal or beneficial rights in or to any such intellectual property in the Event Content.

13. <u>Reproduction.</u> You agree not to reproduce, sell, and/or copy (in whole or in part) the Event Content, except for the limited purpose of social media posting or post-event references if such is allowed at the Event (as communicated). Audio and visual recordings for the distribution of commercial materials are not permitted without our prior consent. If you would like to use the Event Content for anything else, please email us at copyright@cricut.com.

14. <u>Feedback.</u> Any feedback, surveys, or the like provided to Cricut related to the Event, its products, materials, software, or any other aspect of its business or contemplated business (collectively "*Feedback*") shall be the sole and exclusive property of Cricut, and you hereby irrevocably assign to Cricut and agree to irrevocably assign to Cricut all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein.

15. <u>Disclaimer of Warranties.</u> Cricut makes no warranties or representations regarding the accuracy, reliability, or completeness of any information, products, or materials provided during the Event. Cricut disclaims any liability for any errors, omissions, or inaccuracies in the Event Content.

16. Assumption of Risk and Liability. YOU ACKNOWLEDGE AND ASSUME ANY AND ALL RISKS ASSOCIATED WITH ATTENDING THE EVENT OR CONSUMING THE EVENT CONTENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER HARM. YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS CRICUT, ITS OFFICERS, EMPLOYEES, AND AFFILIATES FROM ANY CLAIMS, LIABILITIES, DAMAGES, OR LOSSES ARISING FROM YOUR PARTICIPATION IN THE EVENT.

17. <u>Limitation of Liability.</u> Cricut shall not be liable for any loss, injury or damage to any person (including yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by Cricut; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by Cricut); or, (c) to the extent that any loss or damage results from breach by you of any of the terms of this Agreement.

- 17.1. Nothing in this Agreement seeks to exclude or limit any liability of Cricut for death or personal injury caused by Cricut's own negligence, fraud, or any other type of liability which cannot by law be excluded or limited.
- 17.2. To the fullest extent allowed by applicable law, we shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect, or special damages including loss of profits or loss of revenue.

18. <u>Indemnification.</u> You agree to indemnify and hold harmless us, our related companies, affiliates, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors against all losses, actions, costs (including all legal fees and disbursements), claims, demands, fines, damages, and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with your attendance at the Event, consumption of the Event Content, and/or any breach of this Agreement by you. 19. <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed and construed under the laws of the State of Utah without regard to principles of conflicts of law. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Utah, in each case located in Salt Lake City, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

By attending the Event, you acknowledge that you have read and understood this Agreement and agree to comply the terms and conditions contained herein. Failure to comply may result in denial of entry or removal from the Event.

Cricut reserves the right to amend or modify this Agreement at any time. Any changes will be communicated to attendees through the Event website or other appropriate means.

[END OF AGREEMENT]