

## **Terms of Service for Functional Fabric Fair powered by Performance Days (the “Event”)**

When accessing or viewing the Event or any part of the Event, each individual (each, a “Participant”) is subject to these Terms of Service, regardless of whether or not such Participant has registered in advance for, viewing, using or accessing the Event in any way (individually or collectively, “Participate” or “Participating”), Participant acknowledges that they have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access, Participate in, or otherwise view the Event.

### **Participant’s Assumption of Risk**

Each Participant to the Event assumes all risk incidental to participation in all activities, loss or damage to property in connection with the Event. Access to the Event may require access to the Internet and the use of Participant’s personal devices. Participant acknowledges that Participant is solely responsible for obtaining their own devices, any Internet connection or mobile fees, or any other incidentals or expenses needed to access the Event, and Participant is responsible for Participant’s own use of such Internet connection and/or personal devices and for ensuring that such Internet connection and/or personal devices are compatible with any requirements that Management specifies to Participant or makes available on the Event website. Management will not be responsible or liable for any costs associated with Participant’s access to the Event.

### **Participant’s Release and Authorization**

Participant hereby: (1) releases the Event, Reed Exhibitions, a division of RELX Inc. (“Reed Exhibitions”), Performance Days (“PARTNER”) and together with Reed Exhibitions, “Management”) each service provider for any distribution platforms or digital services used in connection with the Event, and each of their respective affiliates, employees, and agents from any and all liability for loss or damage to persons or property, infringement of any right, or any other claims or courses of action of any kind arising from or relating to Participant’s Participating in the Event; (2) authorizes and permits the Event and Management and its designees, which include but are not limited to all sponsors, exhibitors and contractors, the use of his/her name, voice, likeness and all reproductions thereof by any means and in all media now and hereafter known for any and all purposes worldwide in perpetuity; (3) agrees to comply with all rules and regulations of the Event and with all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders; (4) authorizes and permits the Event and Management to share Participant’s personal information, including but not limited to contact information, with such affiliated entities, exhibitors, vendors, contractors, and third parties (i) with which Participant authorizes in connection with the Event, and/or (ii) which may offer products, services, and/or goods that may be of interest to Participant; and (5) acknowledges and agrees that the Event and Management are not responsible for Participant’s personal property in any way.

By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Participant’s registration for the Event, Participant thereby authorizes and permits the Event and Management to share Participant’s personal information, including but not limited to contact information, with such companies, organizations, and entities associated with such code.

### **No Disruptive Behavior**

The Event and Management reserve the right to deny entry, ban, or remove from the Event or any part of the Event any person who Management determines, in its sole and absolute discretion, is behaving or threatening to behave in a manner which Management considers to be disruptive of the Event.

### **No Resale Permitted**

In the event the Event charges a fee to Participant for a license to Participate in the Event or provides Participant with a unique code or identifier for use in connection with the Event (collectively, the “License”), the unauthorized resale of such License, attempted resale of such License, or unauthorized transfer of such License to a third-party are strictly prohibited and will constitute a forfeiture of such License without compensation. Each such License may only be used by

the same Participant in the Event. The Event's operating hours, schedules, and speakers are subject to change or cancellation without notice. Each License is a revocable license to Participate in the Event.

All panels, autographing, photo ops, performances, Event features and special events are subject to availability and access is not guaranteed. Certain Event features or special events may require an additional fee and/or will only be available to designated types of Participants and/or License holders. To the extent a feature of the Event occurs only at a specific time and for a specific set of participants, each Participant will only be permitted access during the specific times as relayed to Participant by Management. Management reserves all rights to remove any unauthorized participants from any Event feature or any part of the Event.

Management is not responsible for delays and/or wait times in connection with any Event features or the Event. Management may reasonably change the time of an Event feature in order to accommodate unexpected events, other Event features being delayed, or ending earlier than expected or later than expected.

Participant acknowledges that there are hazards and risks of injury to participants of the Event and that not all such hazards or risks can be fully eliminated. By accepting a License and/or Participating in the Event, Participant freely and voluntarily agrees to assume the full risk of injury or property damage, regardless of severity, that Participant may sustain as a result of Participating in the Event, whether or not caused by the negligence or gross negligence of Management.

### **Individuals under 18**

The Event is neither directed at nor intended for use by individuals under the age of 13. Management does not knowingly collect Personal Information from individuals under the age of 13, and if Management becomes aware that it has inadvertently done so, Management will promptly delete such Personal Information. If you are under the age of 13, do not access or Participate in the Event unless under the supervision of, and with the express consent of these terms of service by, a parent or legal guardian.

Individuals under the age of 18 must obtain the permission of a parent or legal guardian before sending any information to Management, entering any sweepstakes or contests in connection with the Event, posting any information on the Event website or related websites, or purchasing any goods online related to the Event. The submission of information to the Event or the purchase and/or use of a License to the Event is a representation and confirmation that you are age 18 or over or have obtained the consent of a parent or legal guardian. If you are the parent or legal guardian of an Event attendee that is under the age of 18, it is your responsibility to check the suitability of the Event for any individuals in your party regardless of official age restrictions.

### **Cancellation Policy**

Fees for the Event, if any, are non-refundable and non-transferable and cannot be reproduced, resold or upgraded. The Event and Management reserve the right to cancel the Event on limited or no notice, and in the event of such cancellation, Participant will not be entitled to a refund for any and all expenses associated with the Event.

Participant is responsible for Participating in the Event in a timely manner and observing any reserved times and time limits provided to Participant by Management. In the event Participant fails to Participate in any part of the Event at a specified time provided by Management and Participant is subsequently unable to Participate in any part of the Event, Management shall have no obligation to provide a full or partial refund for any fees paid in connection with the Event.

### **Participant Content Release**

As part of the Event, Participants may have the ability to participate in activities where Participants create, transmit, share, post, or otherwise distribute (collectively, "Distribute" or "Distributing") materials provided by Participant (the "Participant Content") which may include, but are not limited to messages, text, sound, images, videos, data or other materials originating from Participant. Unless otherwise agreed to in writing between Participant and Management, by

Distributing any Participant Content, each Participant hereby grants to Management, its sublicensees, employees, agents, and assignees, the absolute and irrevocable right and permission to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Participant Content, as well as to photograph, film, reproduce, portray and/or otherwise exploit the name, voice, appearance, photograph, image, likeness, and/or other biographical information of such Participant in connection with the Event (collectively, "Likeness"), and to use the results and proceeds thereto, without limitation, in materials produced by Management in any and all media, in perpetuity. Should such Participant Content contain the name, voice, appearance, photograph, image, likeness, and/or other biographical information of any third parties, Participant represents and warrants that Participant has obtained the appropriate consents and/or licenses for Participant's use and that Management and its sub-licensees may use them to the extent indicated in these Terms of Service.

Participant hereby waives any claim to compensation for use of such Participant Content, including the Likeness. Such Participant Content may be used by Management in any manner or media without notifying Participant, such as the Event website, publications, promotions, broadcasts, advertisements, and posters, for advertising or other related purposes. Participant waives any right to inspect or approve the finished materials or any printed or electronic matter that may be used with them.

Participant releases Management and its employees, agents, and assignees, including any firm authorized to publish and/or distribute a finished product containing material produced by Management, from any claims, causes of action, damages or liability which Participant may ever have in connection with the use of or relating to the Participant Content (including, but not limited to, the Likeness). Participant hereby waives any moral rights or "droits moral" Participant may have in any materials produced by Management which contain any Participant Content. To the fullest extent permitted by applicable law, Management reserves the right to remove, screen or edit any Participant Content Distributed in connection with the Event at any time and without notice.

Participant, or, in the event Participant is under 18 years of age, the parent or guardian of one or more minor Participants who will be Participating in the Event (the "Parent"), has read and understood this Participant Content release and hereby expressly approves and consents to this release of the Participant Content and the Likeness, affirms their right and authority to agree to the terms, and waives all obligations and rights which such individual may have in connection therewith. For good and valuable consideration, Parent hereby guarantees that the minor or minors shall not at any time disaffirm the release of the Participant Content or the Likeness by reason of the minor's or minors' minority or otherwise and hereby agrees to indemnify Management from any loss arising from any claims made by or on behalf of the minors relating to this release of the Participant Content and/or the Likeness.

**Please note that any Participant Content is to be Distributed solely at Participant's own risk.** Participant is solely responsible for Distributing Participant Content and each Participant represents and warrants that: (1) Participant is the creator and owner of the Participant Content or otherwise has the property rights and authority to grant the rights granted herein; (2) the Participant Content does not and will not (a) infringe, violate, or misappropriate any third-party rights or proprietary rights or (b) defame any other person; and (3) the Participant Content does not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code. Management reserves all rights and remedies against any Participants who breach these representations and warranties. Management assumes no liability for any Participant Content or for any loss or damage resulting therefrom.

While Management uses reasonable security measures in connection with the Event, Management does not guarantee the safety of any Participant Content. To the furthest extent permitted by applicable law, Participant hereby agrees that Management shall not be liable for any unauthorized copying, use or distribution of any Participant Content by third parties and Participant releases and forever waives any claims against Management for any such unauthorized copying or usage of the Participant Content, under any theory.

### **Policies and Procedures**

Participant is required to behave in accordance with the policies and procedures each as set forth on the Event website and as may be updated from time to time as well as these Terms of Service (including the Prohibited Activities described

herein), and/or any time limits, directions and/or prohibitions provided to Participant by Management's staff and/or moderators (collectively, the "Event Policies"). Management reserves the right to deny entry, ban, or remove any Participant from the Event, or withhold any Materials from Participant, with no refund or compensation any person who, in Management's sole and absolute discretion, behaves or threatens to behave in a manner which is in violation of the Event Policies. The Event Policies apply to EVERYONE accessing the Event. Participant, attendees, speakers, guests, professionals, media, and staff are all subject to the Event Policies. By Participating the Event, Participant acknowledges and agrees that Participant has read and agrees to the Event Policies.

### **Prohibited Activities**

Each Participant agrees that they shall not violate any applicable law, contract, intellectual property or other third-party right, and each Participant is solely responsible for their own conduct while Participating in the Event or any part of the Event.

Further, each Participant agrees that they will comply with these Terms of Service, the Event Policies, and will not:

- i. create, upload, transmit, distribute, or store any content which is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable to Management in Management's sole discretion;
- ii. impersonate any other person or entity or perform any similar fraudulent activities;
- iii. make unsolicited offers, advertisements, proposals, or send junk mail other participants in the Event;
- iv. harvest or collect the email addresses or other contact information of other participants in the Event;
- v. defame, harass, abuse, threaten or defraud other participants in the Event, or collect, or attempt to collect, personal information about such participants without their consent;
- vi. remove, circumvent, disable, damage or otherwise interfere with the security of the Event;
- vii. interfere with or damage operation of the Event or any participant's access to the Event by any means;
- viii. access any part of the Event by means of any robot, spider, scraper, crawler or other automated means for any purpose;
- ix. violate any time limits provided by Management in connection with any part of the Event;
- x. interfere with or disrupt the Event or servers or networks connected to the Event, or disobey any requirements, procedures, policies or regulations connected to the Event, including, but not limited to, the directions and prohibitions explained to Participant by Management's staff and/or moderators; and
- xi. Participate in the Event for any illegal purpose, or in violation of any applicable local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

### **License to the Event**

The Event is owned and/or operated by Management. Unless otherwise indicated, any materials provided hereunder in connection with the Event (excluding any Participant Content, as defined herein), including, but not limited to, any images, logos, information, content, and other materials displayed or distributed in connection with the Event or any videos created by Management of the Event and distributed to Participant (collectively, the "Materials") are the property of Management or its affiliated companies or third-party licensors. Each Participant is granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Event and the Materials for Participant's personal use. Management may terminate this license at any time, without notice. Each Participant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes.

Management reserves all rights not expressly granted in these Terms of Service. Any use of the Event or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Management, is strictly prohibited.

Participant agrees that they have no expectation of privacy with respect to the Event (including, without limitation, any "private" interactions with other Event participants and/or guests) and that Participant's activity and Participant Content

Distributed in connection with the Event may be monitored at any time by Management without notice and shall at all times be subject to these terms of service. Management expressly reserves its rights to remove, ban, or eject a Participant or terminate any Participant's access to the Event or any part thereof early as a result of behavior or threatened behavior which Management could reasonably consider to be disruptive, in Management's sole discretion.

### **Limitation of Liability**

Although Management shall attempt to ensure the integrity of the Event, Management reserves the right to modify, suspend, extend or terminate the Event or any part thereof if Management determines, in its sole discretion, that the Event or any part thereof are delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond Management's control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. In the event the Event is terminated for any reason beyond Management's control, Management shall not be liable to Participant in any way and Management shall have no further financial obligations to Participant.

Management is not responsible for the actions of any other Event participants in connection with the Event, including any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Participant's interactions with third parties, including guest and other Event participants, in connection with the Event, are solely between Participant and such third party. Participant acknowledges and agrees that Management will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions.

Participant hereby releases Management from any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- (i) human or technical problems, failures, or malfunctions of any kind, whether originating with Management, Event participants, or otherwise, that may prevent or limit Participant's Participating in the Event hereunder;
- (ii) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Event or any part thereof;
- (iii) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Event or any part thereof; or
- (iv) the actions or inactions of any Event participants, including, but not limited to violations of and noncompliance with any terms and conditions related to the Event; fraud or deception in participating in the Event; or failure to conduct themselves in accordance with generally accepted decorum.

THE EVENT AND THE SECURITY MEASURES USED BY MANAGEMENT TO PROTECT THE EVENT ARE PROVIDED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH EVENT OR SECURITY MEASURES WILL BE FREE FROM DEFECTS; OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS; WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS; OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES.

### **Acknowledgment**

All Participants must read, understand and agree to the Terms of Service stated herein and agree that these terms shall be construed by and governed in accordance with the laws of the State of New York and that, with respect to any dispute arising from these terms, sole and exclusive jurisdiction and venue shall lie with the state and federal courts located in the County of New York, State of New York. For the avoidance of doubt, registration for the Event, Participation in the Even, and/or the purchase or use of a License shall be considered acknowledgement of, and agreement to, these Terms of Service. Management may amend these Terms of Service at any time. Your continued Participation in the Event shall constitute your acceptance of any such amended terms.

If there is a fee for the License, I authorize Reed Exhibitions, or its designees, to charge the amount specified above to the designated credit card.

By submitting information, Participant agrees to the [Privacy Policy \(http://privacy.reedexpo.com/en-us.html\)](http://privacy.reedexpo.com/en-us.html). To change communication preferences, visit our [communication center](https://www.recusprivacy.com/) at any time (<https://www.recusprivacy.com/>).