

Avalanche Events Participation Terms and Conditions

AVL Services LLC and its affiliates (“we”, “our” or “**Organizer**”) look forward to welcoming you at our events! Our events include Avalanche Summit, Avalanche Creates, Avalanche Hacks and Avalanche House and all related content and activities (each, an “**Event**”). Before registering for, acquiring a ticket to attend, attending or otherwise participating in (either virtually or in person) any of our Events, please carefully read the following Participation Terms and Conditions, the Ava Labs Terms of Use [found here](#), and the Important Notice [found here](#) (collectively, the “**Event Terms**”) as they all apply to your participation as a host, speaker, guest, sponsor or other type of participant at our Event. Your participation in any portion of an Event indicates your acknowledgment and consent to each of these Event Terms.

1. ACCESS TO EVENTS.

(a) Please note that you may not attend or participate in any Event if you are present in or a resident or citizen of any jurisdiction where such access is prohibited, restricted or subject to requirements that conflict with the Event Terms.

(b) Tickets and prior registration may be required to participate in all of our Events.

(c) Your access to an Event is in our sole discretion. We may suspend, withdraw, discontinue or change all or any part of an Event in our sole discretion at any time.

(d) Attendance at an Event is at your own risk. We assume no responsibility or liability for any activities, content, or materials available at an Event and we will not be liable to you if for any reason an Event or related activities, content, materials, food or beverages are unavailable at any time or for any period. In no event will our liability to you for anything arising from or in connection with an Event be greater than US\$5.00.

2. REFUND POLICY.

All sales are non-refundable. If the Event is rescheduled, all purchases will be honored for the next event date. If the event is canceled, we will refund your ticket purchase in full and will inform you of the refund process at the time of cancellation.

3. USE OF YOUR LIKENESS.

You acknowledge that photography, audio and video recordings may occur at our Events, and by participating in an Event, you grant to us the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use or otherwise to disseminate, globally, 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 and the right to use the media alone or together with other information.

4. USE OF YOUR PERSONAL INFORMATION.

By purchasing a ticket, registering for or attending any of our Events, you agree that we may use any personal information you provide to us to send you newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send. Please refer to our [Privacy Policy](#) for information about how we collect, use and share your personal information.

5. PROHIBITED CONDUCT.

(a) We have a zero-tolerance policy for harassment or discrimination of any kind at our Events. Our Events are safe spaces where all are welcome and you are expected to behave with common decency and respect. If any members of our staff consider your behavior to be disrespectful towards other participants, we may ask you to immediately leave the Event.

(b) In addition to the above, the following is not permitted at any Event and if you do any of the below, we may ask you to immediately leave the Event:

- (i) Any unlawful activity;
- (ii) Weapons, fire arms, or illegal drugs or substances of any kind;
- (iii) Attempts to copy, distribute, modify, or create derivative works of any Event-related content without prior written consent of the Organizer;
- (iv) Attempts to access unauthorized data related to or at the Event;
- (v) Attempts to introduce any viruses, worms, malware, trojan horses, or other harmful or destructive content (“**Malware**”) to any websites related to or displayed at the Event; or attempts to send such Malware to us or to any other participants;
- (vi) Attempts to send automated or machine generated queries or messages to any Participant or Organizer at the Event;
- (vii) Attempts to collect, harvest, or otherwise obtain personal information of other participants without their consent;
- (viii) Misrepresentation in order to scam or defraud us or other participants; or
- (ix) Attempts to access any unauthorized areas at an Event.

- (c) If you use social media to post about an Event, your post may not contain:
- (i) Material that infringes on the intellectual property or other ownership rights of the Organizer or any other parties;
 - (ii) Material that violates a person's right of privacy or right of publicity;
 - (iii) Threatening, vulgar, abusive, defamatory, obscene or otherwise objectionable language;
 - (iv) Unwanted commercial content, including but not limited to, spam and unsolicited messages whose purpose is to drive users to third party sites; or
 - (v) Material that is prohibited by law.

6. MATERIALS AT THE EVENT.

(a) Under no circumstances will we be liable in any way for any content or materials of any third parties available at the Events (including without limitation, sponsors, speakers, founders, investors or other participants). The availability of such material does not constitute our endorsement of that content in any material. You acknowledge that we do not pre-screen content; provided, however, that we and our designees will have the right (but not the obligation) to refuse or remove any content that we, in our sole discretion, deem objectionable. We also make no representation that the information or opinions discussed at an Event or in any materials available at the Event are accurate, reliable or complete.

(b) Nothing at any Event or in the related materials is intended to be construed as investment, financial, tax, legal, accounting or any other type of professional advice or the provision of such professional advice. DO NOT RELY ON ANY OF IT FOR ADVICE, including without limitation what the speakers or sponsors say.

(c) The Events and any materials available at the Events are provided “as-is” and “as available”, and the accuracy of any Event or any materials available at any Event is neither warranted nor guaranteed and you participate in the Event at your own risk.

7. INTELLECTUAL PROPERTY.

(a) You understand and agree that all materials provided by us, other than open sourced software (“**Content**”), and all intellectual property rights therein, are and will remain our sole and exclusive property. If we provide any Content to you for use in connection with an Event (e.g., at a Hackathon), we hereby grant you a limited right to use such Content solely for the purposes of the Event. The foregoing license shall immediately expire after the Event.

(b) **Feedback.** To the extent you provide any suggestions, comments or feedback (“**Feedback**”) to us about our products or the Content, you hereby grant us an irrevocable, royalty-free,

worldwide, transferable, sublicensable, perpetual license to use, reproduce, modify and otherwise exploit the Feedback for any purpose.

(c) If, during an Event (such as at a Hackathon), you submit a project that you created (“**Project**”), you hereby grant us a license to use and display the Project at the Event, at other events related to the Event and for marketing purposes. Further, you represent and warrant that the Project is your own original work and does not violate any agreement or rights of a third party (including intellectual property rights, confidentiality, non-competition or similar). You agree to defend us against any third party claims alleging that the Project violates a third party’s intellectual property rights and indemnify us for all costs and expenses we incur in connection with the claim.

8. COVID-19.

We cannot prevent your exposure to, or the increased possibility of contracting or spreading, COVID-19 at an Event because it is not possible to prevent the presence of COVID-19, which is an extremely contagious disease that can cause serious illness or death, and which can be spread by asymptomatic people. YOU HEREBY ASSUME ALL RISKS OF EXPOSURE TO, CONTRACTING OR SPREADING COVID-19, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS AND ASSUME FULL RESPONSIBILITY FOR YOUR VOLUNTARY PARTICIPATION IN ANY EVENT. You agree that it is your sole responsibility to maintain such health, liability, hazard, personal injury and other insurance policies as you deem reasonably necessary for any injuries that you may incur during or in connection with (including without limitation any travel to or from) an Event. You acknowledge and accept that, if we deem appropriate, we may call on emergency medical care and transportation to obtain treatment in case of injury. The waiver and release of liability hereunder extends to any liability arising out of or in any way connected with any such medical treatment and transportation you receive or any failure to provide such treatment or transportation, whether arising from the negligence of any of the Organizer or otherwise.

9. ADVERTISING.

At an Event, we may advertise, offer, and make available information, products or services provided by third parties. WE DO NOT (a) WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY AT OR THROUGH AN EVENT OR (b) MONITOR ANY TRANSACTION OR INTERACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES AT AN EVENT.

10. WAIVERS.

Any failure by us to exercise or enforce any right or provision of the Event Terms shall not constitute a waiver of such right or provision. In the event that any provision of the Event Terms is determined to be invalid or unenforceable, the remainder of the Event Terms will nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from the Event Terms.

11. GOVERNING LAW.

The Terms and our relationship with you will be governed by the laws of the State of New York, without regard to any conflict of laws principles. Any disputes arising or related to the Event Terms, an Event or the related activities, content, materials, food or beverages shall be adjudicated in the courts located in New York County, New York.

12. RELEASE OF LIABILITY

EXCEPT FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY OTHER CLAIMS THAT MAY NOT BE EXCLUDED BY LAW, YOU HEREBY IRREVOCABLY, UNCONDITIONALLY AND ENTIRELY WAIVE, RELEASE, HOLD HARMLESS AND FOREVER

DISCHARGE US AND AVALANCHE FOUNDATION LIMITED AND OUR AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, AGENTS, SPONSORS, PARTNERS, AFFILIATES, LICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “**ORGANIZER REPRESENTATIVES**”) FROM ANY AND ALL LIABILITIES, CLAIMS AND DEMANDS OF ANY KIND OR NATURE, IN LAW OR EQUITY, WHETHER KNOWN OR UNKNOWN, WHICH YOU EVER HAD, NOW HAVE, OR IN THE FUTURE MAY HAVE AGAINST THE ORGANIZER REPRESENTATIVES WITH RESPECT TO YOUR PARTICIPATION IN AN EVENT. YOU UNDERSTAND THAT YOU MAY NOT SEEK ANY EQUITABLE RELIEF AGAINST THE ORGANIZER REPRESENTATIVES (SUCH AS OBTAINING AN INJUNCTION TO STOP THE USE OR DISTRIBUTION OF ANY MATERIAL CONTAINING YOUR LIKENESS) OR SEEK ANY TERMINATION OR RESCISSION OF THE EVENT TERMS. THE EVENT TERMS ARE BINDING UPON YOUR HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

Thank you for your participation! If you have any questions or concerns, please contact legal@avalabs.org or events@avalabs.org.