

TERMS AND AGREEMENTS

The following terms and conditions govern the purchase of your ticket and your attendance at the SOCIALLIGHT and AND NOW WHAT? event (the “**Conferences**”) organized and/or operating by SOCIALLIGHT Conference Inc. (“**SOCIALLIGHT**”).

All ticket sales are final. You agree to pay all amounts specified on the order confirmation in accordance with the payment option selected, including but not limited to, doing so by the applicable due date(s) as are stipulated.

SOCIALLIGHT reserves the right at anytime to establish policies, rules and regulations governing your attendance at the Conferences, and SOCIALLIGHT reserves the right to revoke tickets at any time without refund if misused, abused, or if you fail to abide by such policies, rules and regulations. Without limiting the foregoing, SOCIALLIGHT reserves the right to remove you from the Conferences without refund if SOCIALLIGHT determines in its sole discretion that you are: (i) violating the spirit or intention of the Conferences; (ii) are acting in a manner that interferes with the enjoyment of others attending the Conferences; and/or (iii) you are found breaking, or to have broken, any applicable law.

You hereby agree to permit SOCIALLIGHT to record your attendance at the Conferences. Without limiting the foregoing, SOCIALLIGHT shall have the right to record, film and photograph your attendance at the Conferences and to distribute, broadcast or otherwise disseminate your attendance, for commercial purposes or otherwise, in whole or in part, throughout the world, in perpetuity, in any and all media now known or hereafter developed. The rights granted herein also include, but are not limited to, the right to promote SOCIALLIGHT and the Conferences and to use the same either alone or together with supporting information, such as your name, voice, photograph, likeness and biographical data (collectively, “**Supporting Information**”). You agree that SOCIALLIGHT may designate or sublicense others, e.g., distributors or broadcasters, to distribute the any such recordings and that these designees will have the same rights you have granted to SOCIALLIGHT hereunder.

You agree that shall not photograph, record or otherwise transmit or aid in transmitting the Conferences or any events occurring at the Conferences. You acknowledge and agreement that, as between you and SOCIALLIGHT, SOCIALLIGHT is the exclusive owner of all copyrights and other proprietary rights in the Conferences and any recordings thereof.

YOU, FOR YOURSELF AND ALL YOUR SUCCESSORS, ASSIGNS, HEIRS, ESTATE AND ALL OTHER RELEVANT PERSONS, KNOWN OR UNKNOWN, HEREBY ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE CONFERENCES MAY EXPOSE YOU TO RISK OF PROPERTY DAMAGE, BODILY INJURY, PERSONAL INJURY AND/OR DEATH. YOU HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SOCIALLIGHT, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE PRESENT AND FUTURE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND VOLUNTEERS, AND ALL OTHER PERSONS CONNECTED AT ANY TIME WITH ORGANIZING OR OPERATING THE CONFERENCES, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY, THE “**SPONSORS**”), FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, COSTS, EXPENSES, DAMAGES OR OTHER LIABILITY (INCLUDING REASONABLE LEGAL FEES), FOR ANY AND ALL PROPERTY DAMAGE, PERSONAL INJURIES, BODILY INJURY, DEATH AND/OR OTHER CLAIMS OR CAUSES OF ACTIONS ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR ATTENDANCE AT OR OTHER PARTICIPATION IN OR CONNECTED TO THE CONFERENCES, INCLUDING CLAIMS WHICH ARE KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, OR FUTURE OR CONTINGENT, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIM OR ALLEGED LIABILITY IS ASSERTED, INCLUDING WHETHER IN TORT, CONTRACT OR OTHERWISE.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SOCIALLIGHT AND ALL SPONSORS, AS APPLICABLE, FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, PERSONAL INJURIES, DEATH, DAMAGES, COSTS AND/OR LIABILITIES, OF ANY KIND AND NATURE WHATSOEVER, DIRECTLY OR PROXIMATELY RESULTING OR ARISING FROM YOUR ACTS OR OMISSIONS AT OR IN CONNECTION WITH THE CONFERENCES (COLLECTIVELY, “**CLAIMS**”). YOU SHALL, AT YOUR OWN COST AND EXPENSE, DEFEND ANY AND ALL SUITS, ACTIONS OR OTHER PROCEEDINGS (ADMINISTRATIVE, LEGAL OR OTHERWISE) WHICH MAY BE BROUGHT OR INSTITUTED AGAINST SOCIALLIGHT OR ANY SPONSOR IN CONNECTION WITH, OR BY REASON OF, ANY SUCH CLAIM, AND YOU SHALL WITHOUT DELAY PAY AND SATISFY ANY JUDGMENT OR DECREE WHICH MAY BE RENDERED AGAINST SOCIALLIGHT OR ANY SPONSOR IN ANY SUCH SUIT, ACTION OR OTHER PROCEEDING, AND PAY THE COST TO REMEDY ANY DAMAGE TO OR THE LOSS OF SOCIALLIGHT OR ANY SPONSOR CAUSED BY

YOUR ACT OR OMISSION.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario located in Toronto, Ontario for the purposes of adjudicating any matter arising from or in connection referenced herein or the Conferences, and you hereby waive any claim that such courts are an inconvenient forum.

Except to the extent precluded by applicable law: (i) any parties to an action brought hereunder shall be individually named, and you hereby waive any right you may have to litigate any such matter on a class or consolidated basis, or on bases involving disputes brought on a purported representative capacity; and (ii) you hereby irrevocably waive any right you may have to trial by jury.