

Terms & Conditions

In registering for the SurveyMonkey event, as set forth on the Registration Site (as defined below), either in-person or virtual (the “Event”) as a participant or attendee (“Attendee” or “you”), you agree to the following terms and conditions (collectively, the "Agreement") with SurveyMonkey Inc (together with its affiliates, "SurveyMonkey").

If you are completing this registration on behalf of another individual, you warrant that you have made that Attendee aware of this Agreement and that they have accepted these terms and conditions in writing.

Please be aware that we may update and change any part or all of the terms of this Agreement at any time without notifying you first. The revised terms will become effective and binding on the next business day after they are posted on our website.

1. Registration.

Attendees can register for the Event through the SurveyMonkey events website (the "Registration Site"). Attendees must be 18 years of age to attend the Event and all related events (including accessing virtual content).

2. Expenses.

Attendees are responsible for all expenses related to attending the Event (collectively, "Attendee Expenses").

3. Cancellation.

In the event of cancellation for any reason, SurveyMonkey will not be responsible to you for Attendee Expenses or other associated costs.

4. Transfers or Substitutions.

Your registration badge and right to attend the Event are non-transferable, non-assignable, non-sublicensable, and personal to you.

5. Event Code of Conduct.

By registering for and participating in the Event, you must comply with all applicable federal, state, and local laws and ordinances, as well as any SurveyMonkey policies and procedures as outlined in this Agreement, on the Registration Site, or as may otherwise be provided to you by SurveyMonkey. Attendees in violation of such rules or who behave in an unsafe or careless manner while attending the Event may be asked to leave. We expect SurveyMonkey event staff, speakers, Attendees, and sponsors to be respectful, mindful, and collaborative, regardless of gender, gender identity or expression, age, sexual orientation, disability, physical appearance, race, religion, or any other personal characteristic, and not cause any interruptions or disturbances during any scheduled events. The views or opinions expressed by any Attendee, speaker, or sponsor are not necessarily the views or opinions of SurveyMonkey.

6. Personal Release.

Photography and audio or video recording may occur at the Event by or on behalf of SurveyMonkey. You agree that SurveyMonkey may use or share any such photographs or recordings containing your image, voice, or likeness, if captured, in connection with any advertising or promotional content, program, or material for the Event, SurveyMonkey, or for any other lawful purpose, including posting on public websites, and without giving you notice or any compensation. However, SurveyMonkey is not obligated to use your image, voice, name, or likeness or exercise any rights granted herein.

7. Photography, Video, Audio Recordings

Unless we notify you otherwise, then you're permitted to take photos and screenshots of the Event (each a "Photo"), if you comply with these terms. We allow – and even encourage you – to disseminate the Photo(s) through social media (like tweeting or posting to LinkedIn or Instagram), as long as (1) you are otherwise in compliance with these terms, (2) you agree that you won't use any Photo: (i) in a way that is misleading or disparaging; (ii) in a way that implies that the content of the recordings is your own; (iii) for commercial purposes (this means, for example, you can't sell them) or in a way that implies that we endorse, sponsor or approve of your business, services or products; or (iv) in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material. If we request that you discontinue use of any Photo, you will immediately comply with our request.

Audio recordings and video recordings by Attendees are not permitted without SurveyMonkey's prior written consent. All information learned or observed by you about the Event, including but not limited to presentations, demonstrations, and names or company names of other Attendees ("Event Information"), is for your personal use or internal business purposes only. You may not publish, distribute, sell, or otherwise make available any Event Information without receiving prior written consent from SurveyMonkey.

8. Sweepstakes and Contests

By registering for the Event, you understand and agree that you may be entered into sweepstakes or contests. There are separate terms and conditions that apply to each of these sweepstakes and contests, so even if you're entered, you may or may not be eligible to win.

9. Information You Provide Is Not Confidential; Feedback.

You understand and agree that SurveyMonkey develops its own products and services and works with many other vendors and developers, and either SurveyMonkey or these third parties could, in the future, develop (or already have developed) products similar to yours, including those you may disclose during the Event. You should not provide any information that you consider confidential during the Event and you agree that SurveyMonkey is not subject to any confidentiality obligations or use restrictions related to information that you may provide in connection with the Event. You expressly agree that neither this registration for the Event nor your attendance at the Event limits SurveyMonkey's right to develop or have developed for it products, concepts, systems or techniques that are similar to or compete with any plugins, products, concepts, systems or techniques contemplated by or embodied in information you disclose at the Event. You acknowledge that SurveyMonkey shall be free to use or implement for any purpose any or all suggestions, ideas for improvement, and other feedback you provide regarding the SurveyMonkey products or services, including completion of any evaluation forms, polls, or surveys provided to you by SurveyMonkey ("Feedback") and that no payment, royalty or other consideration whatsoever shall be due to you in connection with such Feedback.

10. Event Programs and Capacity.

SurveyMonkey reserves the right to modify the Event program and schedule, which is published as an indication only. SurveyMonkey does not guarantee and reserves the right to

refuse, at its sole discretion, admittance to any specific event, session, or keynote. Unless specified otherwise, all events, keynotes and sessions virtually accessible on a first-come first-served basis and SurveyMonkey will have no liability to Attendees who are unable to attend a full session or unable to log in to attend an Event session or presentation.

11.Disclaimer of Warranties.

SurveyMonkey makes no warranties of any kind in respect of any aspect of the Event, Event Information, or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event, Event Information, and related materials are provided on an "as-is" basis. SurveyMonkey does not accept any responsibility or liability for reliance by you or any Attendee on any aspect of the Event or any information provided at the Event.

Any mention of future functionality during the Event is intended to outline SurveyMonkey's general product direction and is for informational purposes only. Any such mention should not be considered a commitment by SurveyMonkey to deliver any material, code, or functionality, and should not be relied upon by you in making purchasing decisions. The development, release, and timing of any features or functionality remains at the sole discretion of SurveyMonkey.

12.Personal Information and Privacy.

SurveyMonkey may use all data or information provided by you in connection with the Event for registration purposes in accordance with SurveyMonkey's [Privacy Policy](#). However, SurveyMonkey works with third party sponsors to underwrite a portion of the costs associated with hosting the Event and, with your consent, SurveyMonkey may provide these sponsors with your company name, job title, and country for business development and marketing purposes, such as meeting you and your teammates at the Event and providing you with information about their products, services, features, offers, promotions, and events.

SurveyMonkey may also work with third party event partners, such as app developers to offer a mobile event app and SurveyMonkey may provide these event partners your name and email in order to confirm you are an Event attendee, or, for security purposes. During a virtual Event, you may have the option of interacting with sponsor online content, including

but not limited to viewing a session, content downloads or clicking on a digital booth, and you agree that by interacting with such content, SurveyMonkey may share your name, email, company name, title, country and other contact information you provide us with that third party sponsor for business development and marketing purposes. Attendees are not required to have their badge scanned by a third-party sponsor at an in-person the Event by any third-party sponsor or to interact with a sponsor's online content at a virtual Event, if you do not wish to share the above information, please inform the third party sponsor that you do not want your badge scanned at an in-person Event or do not interact with their content at a virtual event.

13. Indemnification.

You agree to defend, indemnify, and hold harmless SurveyMonkey and the Event virtual hosting provider and their respective employees, officers, directors, and agents from and against all third-party claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or in connection with your conduct at the Event.

14. Limitation of Liability.

To the extent permitted by applicable law: (i) SurveyMonkey will not be liable to you for any indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from the Event, Event Information, or other aspect related thereto or in connection with this Agreement; and (ii) the aggregate liability of SurveyMonkey for any direct claim in any way connected with, or arising from, the Event, Event Information, or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), will be limited to the amount paid by you to SurveyMonkey under this Agreement. If no amount was paid by you, SurveyMonkey's liability is limited to a total aggregate amount of one hundred (100) U.S. dollars.

15. Governing Law; Venue.

This Agreement is governed by the laws of the State of California, without reference to conflict of laws principles. You hereby consent to the personal jurisdiction of the state and federal courts located in San Francisco County, California, for any suit or action arising from or related to this Agreement, and you waive any right to object to the venue of such courts.

16. General.

SurveyMonkey's failure to exercise any right shall not be deemed a waiver of any further rights. SurveyMonkey will not be liable for any failure to perform its obligations where such failure results from any cause beyond SurveyMonkey's reasonable control. If any provision herein is, for any reason, held to be invalid or unenforceable, the other provisions will remain unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement constitutes the entire agreement between SurveyMonkey and you in relation to the Event and supersedes all prior and contemporaneous terms, agreements, proposals, or representations, whether written or oral, with respect to the subject matter herein.