

So Satisfying House Event Terms & Conditions

Comedy Technologies, Inc., d/b/a IMGN Media ("IMGN") is proud to present the 'So Satisfying House', an official 2023 South by Southwest Festival ("SXSW") event, which may be presented in in-person formats ("Physical Event(s)") and/or online formats ("Online Event(s)") (the Physical Events and Online Events are collectively referred to herein as the "Event(s)"), on March 13-15, 2023.

These So Satisfying House Terms and Conditions (the "Terms") apply to (i) you and any individual or entity you are engaging in a transaction on behalf of to participate in any Event(s) ("you" "your" or "Participant"), (ii) such Participant's application for involvement in the Event(s) ("Application(s)") and (iii) Participant's registration, attendance, participation, and/or enrollment, including, without limitation, possession of any Event entry or access credentials or permissions whether physical or digital, such as wristbands, email confirmations, badges, tickets, passes, and giveaways (wristbands, tickets, passes, permissions, confirmations and badges are collectively referred to herein as "Credentials"). By registering for the Event(s) or otherwise obtaining Credentials you acknowledge and agree to these Terms and the [Terms of Use](#). Further, you acknowledge that IMGN reserves the right, at any time, in its sole discretion, to change, alter, cancel or postpone any or all portions of the Event(s) without notice.

NOTICE REGARDING LIABILITY

These terms contain important information regarding limitations of our liability, your indemnification obligations, the law governing, and mandatory dispute resolution procedures related to your registration and/or participation in the Event(s).

1. Official IMGN Credentials and Registrations.

- a. Credentials. IMGN, its agents and representatives are the sole creators, sellers and distributors of Credentials. Any Credentials not created by and legally acquired from IMGN or its authorized agents or representatives will be considered fraudulent and invalid, and subject to revocation. IMGN reserves the right to pursue any and all legal action or remedy available against any person or entity involved in the actual or attempted creation, dissemination or use of an unauthorized Credential.
- b. Applications. Any registration forms, submission requests, proposals or other offers not located on official IMGN channels are not official IMGN registrations and will not be considered or fulfilled.
- c. Credentials Cannot be Prizes. Credentials may not be used as a prize or incentive in any form of promotion, contest, game, or sweepstakes without advance written approval from IMGN.
- d. Credentials Specific to Participant. IMGN Credentials are issued to, can be picked up by, and used by only the Participant named in the registration. Use of Credentials by anyone other than the authorized individual will result in revocation of the Credentials.
- e. No Tampering with Credentials. Tampering with any Credentials is not permitted. If tampering is evident, the applicable Credentials will be invalidated and confiscated, and Participant will not be allowed entry to any/all Events where the Credentials are required. No refunds will be issued in such case.

2. Cancellation & Revocation Policy.

- a. All Credentials are the sole property of IMGN. If Participant violates these Terms (and/or any terms cross-referenced herein), IMGN has the right, in its sole discretion and at any time determined by IMGN, to cancel, revoke, or refuse all transactions with any individual or entity. IMGN will not be responsible for any penalty, fee, loss, or expense incurred by Participant that might result from such action, regardless of whether such penalty, fee, loss or expense was foreseeable or IMGN was advised of the same.
- b. If an Event is cancelled in its entirety for any reason, you will have no remedy against IMGN, at law, in equity or otherwise, including, without limitation, for expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable or IMGN was advised of the same.
- c. Unused Credentials have no monetary value and cannot be credited or otherwise applied to future years or events.

3. Event Entry and Restrictions

- a. Requirements for Physical Event Entry. As a condition for entry to any Physical Event Participant must: (i) possess and present valid Credentials, (ii) be 21+ and present a valid photo ID (as determined in IMGN's sole discretion), and (iii) submit to a thorough security check as required by IMGN, which may include emptying your pockets and bags, having all of your items examined and/or any other security checks deemed reasonably necessary by IMGN (collectively, "Entry Requirements"). IMGN reserves the right to identify any items that are not permitted in the venue

in its sole discretion.

b. **Entry Terms and Restrictions.** To the extent permitted by law, IMGN reserves the right to refuse entry to anyone, including for failure to satisfy the Entry Requirements for the Physical Event(s). Possession of Credentials does not guarantee admission or other access to all elements of an Event. Event admission and participation are subject to certain limitations, including, without limitation, venue capacity, geo-blocking, technical limitations and federal, state and local laws. Event admission is on a first come first serve basis. Priority will be given to SXSW badge holders and IMGN invited guests.

4. **System Requirements; Content Use; Anti-Piracy.**

a. Participant understands and agrees that access to Online Events and use of any related services provided by IMGN or its affiliates is dependent on Participant's internet connection, hardware and certain software (including third party software) that may be required or may need updating. IMGN is not responsible for any streaming lags, interruptions, outages, or Participant's inability to access Online Event content as a result of Participant's internet connection or any other technical, hardware, equipment, system, server or technology related issues. Participant is responsible for their own data security while accessing the Online Events. Participant acknowledges that a high speed internet connection is necessary in order to access the Online Events through a mobile network, and that Participant's network or roaming network may apply fees for data usage. Participant acknowledges and agrees that the system requirements set forth in this Paragraph are your sole responsibility.

b. Participant's ability to view Event content may vary based on the rights availability of such content and/or Participant's geographic location.

c. Participant is strictly prohibited from copying, republishing, downloading, transmitting, modifying, renting, leasing, loaning, selling, assigning, distributing, recording, licensing, sublicensing, reverse engineering, or creating any derivative works based on any content delivered by IMGN as part of the Event(s), or otherwise using any Event content in a manner that does not comply with these Terms or other content usage guidelines provided by IMGN or SXSW in writing, unless Participant has obtained express permission from IMGN and the applicable rightsholder(s).

d. Participant agrees to not use any device, software, internet site, web-based service, or other means to remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on any Event content or any digital rights management mechanism, device, or other content protection or access control measure associated with any Event content, including, without limitation, any applicable geo-filtering mechanisms. For clarity, Participant may not use any technology or technique that obscures or disguises Participant's location when accessing the Online Events or related services.

e. Participant agrees to the SXSW Photo and Video Policies, which are incorporated herein by this reference and applicable to any Event in which Participant is participating or for which Participant is registering for Credentials to attend. The SXSW Attendee Photo and Video Policy applicable to the Physical Events and Online Events is available here: <https://www.sxsw.com/attendee-photo-video-policy/> and the SXSW Photo and Video Policies applicable to Media for the Physical Events and Online Events is available here: <https://www.sxswedu.com/press/photo-video-policies/>.

5. **Image Release.** Photographs and/or audio/video recordings taken at the Event(s) by IMGN, or others on behalf of IMGN, may include Participant's image, name, voice and/or likeness. By attending and/or participating in the Event(s), Participant hereby grants IMGN permission to perpetually use, and to sublicense to third-parties, Participant's photograph, image, likeness, voice and statements (whether in writing or orally) for any purpose, including, without limitation, for editorial and/or commercial purposes, without compensation or credit to the Participant, in any and all media, worldwide, now known or hereafter devised.
6. **IMGN Lost and Found.** IMGN is not responsible for lost or damaged items. As a courtesy only, provided any unclaimed items have not been disposed of and without assuming any legal duty or liability, Participants may email a description of the item and the location it was lost/found to flood@locals.party.
7. **Code of Conduct and Drug-Free Policy.** Participant hereby agrees to the SXSW Code of Conduct, which is incorporated herein by this reference. The SXSW Code of Conduct applicable to the Physical Events and Online Events is available here: <https://www.sxsw.com/attend/code-of-conduct/>. In addition to the Code of Conduct, Participant hereby acknowledges IMGN maintains a drug-free policy for all Events. Participant is hereby prohibited from possessing, using or distributing any illegal substance or illegal drugs on the premises of any Event(s). If IMGN determines that a Participant violated the SXSW Code of Conduct or IMGN's drug-free policy, IMGN reserves the right, in its sole discretion, to revoke that Participant's Credentials, deny entry into the Event(s) and/or request Participant exit any Event without any credit or deferral owed to Participant.
8. **Weapons-Free Policy.** The Event(s) are private events and IMGN maintains a weapons-free policy for all Events. Participant is prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and is not permitted to bring weapons onto the premises of any Event(s). Participant's bags may be checked prior to entering a physical, in-person venue (whether part of the Physical Events or production for the Online Events) by employees, contractors and/or representatives of: (a) IMGN; (b) SXSW; (c) the venue for Events; and/or (d) IMGN and/or SXSW's clients or sponsors. IMGN reserves the right, in its sole discretion, to deactivate and/or revoke the Credentials of a Participant if such Participant violates this weapons-free policy. Participant agrees that this policy is

in force, and agrees to comply with the policy, regardless of the terms of any signs posted on the premises or venue of any Event.

9. **Safety.** Participant agrees to comply with the safety, hygiene and CDC identified pandemic level communicable illnesses (including COVID-19) guidelines established by IMGN, SXSW, and/or any relevant health authorities, including, without limitation, Austin Public Health, Texas Department of State Health Services, the Centers for Disease Control, and any guidelines set forth in the Attendee Safety Resources, which is incorporated herein by this reference. The Attendee Safety Resources for Event(s) is available here: <https://www.sxsw.com/attendee-safety/>. The Attendee Safety Resources will be updated as the date of the Event(s) approaches.
10. **Personal Information.** The IMGN website uses cookies as a collection tool along with personal data that you share with IMGN to tailor marketing to your interests, deliver the Credentials sent from IMGN, and to enhance and customize your experience on the IMGN websites and at the Event(s). The IMGN Privacy Policy (available here: <https://sosatisfying.house/wp-content/uploads/2023/02/IMGN-Privacy-Policy-Updated-2.23.23.pdf>) includes more information about how IMGN collects and uses personal data, and how to update your preferences.
11. **VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK.** PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPATING IN THE EVENT(S) IS VOLUNTARY AND MAY INVOLVE CERTAIN RISKS OF PHYSICAL INJURY, DAMAGE TO PROPERTY, WHETHER PHYSICAL PROPERTY OR INTELLECTUAL PROPERTY, AND OTHER DAMAGES OR LOSSES THAT MAY BE SUSTAINED BY PARTICIPANT, AND PARTICIPANT ASSUMES ALL RISK OF DAMAGE, PROPERTY LOSS, AND/OR PERSONAL INJURY WHICH MAY OCCUR AS A RESULT OF PARTICIPATING IN THE EVENT(S), INCLUDING, WITHOUT LIMITATION, EXPOSURE TO CDC IDENTIFIED PANDEMIC LEVEL COMMUNICABLE ILLNESSES (INCLUDING COVID-19). PARTICIPANT HEREBY RELEASES IMGN, IMGN OWNERS, IMGN AFFILIATES, IMGN SPONSORS, IMGN VENDORS, SXSW, AND EVENT VENUES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUPPLIERS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY LIABILITY ASSOCIATED WITH PARTICIPATING IN THE EVENT(S), INCLUDING LIABILITY FOR THE NEGLIGENCE OF ANY RELEASED PARTIES, UNLESS SUCH LIABILITY IS DUE TO THE GROSS NEGLIGENCE OF THE RELEASED PARTIES, IN WHICH CASE THE RELEASE WILL STILL APPLY TO ANY OF THE RELEASED PARTIES THAT WERE NOT GROSSLY NEGLIGENT.
12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL IMGN BE LIABLE TO ANY PARTICIPANT, OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY, DATA LOSS, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENT(S), EVEN IF IMGN OR PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENT(S), AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENT(S), ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. IMGN EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, RELIABILITY, INTEGRATION, SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. IMGN EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN AND HAS MADE NO REPRESENTATIONS OR WARRANTIES TO PARTICIPANT ABOUT THE SUITABILITY, CONDITION OR SAFETY OF THE IMGN EVENTS, IMGN PLATFORM OR DIGITAL TRANSMISSION OF THE EVENT(S), YOUR ABILITY TO ACCESS OR USE IMGN CONTENT OR SERVICES, ANY EQUIPMENT PROVIDED BY IMGN OR ITS VENDORS, IMGN SERVICES OR PRODUCTS SUPPLIED AS PART OF THE EVENT(S) OR THAT THE EVENT(S), INCLUDING ANY STREAMING, WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.
14. **Dispute Resolution.** IMGN is committed to Participant satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you or we may pursue claims as explained in this section. To give IMGN an opportunity to resolve informally any disputes between you and IMGN arising out of or relating in any way to these Terms, our Privacy Policy, any services and/or products provided ("Claim(s)"), you agree to communicate your Claim to IMGN by contacting legal@imgn.media ("Legal Support"). You agree not to bring any suit or to initiate any proceedings until 60 days after the date on which you communicated your Claim to Legal Support have elapsed. If IMGN is not able to resolve your Claim within 60 days, you may seek to resolve the dispute in the manner described in Sections 16 and 17 below.
15. **Indemnification.** Participant agrees to indemnify, defend, and hold IMGN and its affiliates, and each of their respective officers, directors, managers, employees, volunteers, contractors, suppliers, and representatives harmless from and against any and all claims, demands and all other liabilities, including, without limitation, costs and attorneys' fees, made by any third party arising out of or in connection with Participant's participation in the Event(s), use of the Credentials, or any violation of the Terms by Participant.

16. **Choice of Law and Exclusive Venue and Jurisdiction.** These Terms and any claims or disputes relating in any way thereto shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its choice of law principles. Each of the parties hereto irrevocably agrees that the state and federal courts located in New York, New York shall have exclusive jurisdiction over any suit or other proceeding arising out of or based upon these Terms, and each hereby waives any claim that it is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.
17. **Updates to Terms.** IMGN reserves the right to make changes to the Terms as posted, so be sure to check back and review the Terms from time to time. Any dispute between you and IMGN will be governed by the Terms agreed to at the time of your registration.
18. **General Provisions.** Nothing in these Terms establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect. IMGN may assign this agreement to a third-party at its discretion.

Participant acknowledges and agrees that Participant has read and understands the Terms and intends to be legally bound by them. Participant agrees to and accepts these Terms by registering for the Event(s) or otherwise obtaining Credentials.