

Hi! These terms and conditions (these "Event Terms") govern attendance and participation in the Internet of Things Week hosted by Uncorked Studios, including the pre-party, the "Hackathon," and the post-party.

As used throughout these Event Terms, the terms "we", "us", "our", and "Uncorked" refer to Uncorked Studios, Inc. located at 1001 SE Water Ave #350, Portland, Oregon. The term "Event" means any of the Internet of Things events organized or hosted by Uncorked.

In order to participate or attend an Uncorked Event, you must first agree to these Event Terms. If, after reading these Event Terms, you find that you cannot or will not agree to any terms or conditions within it, please do not RSVP to or attend any Uncorked Event. **If you RSVP to any Uncorked Event through Uncorked's Event website (e.g., by clicking "RSVP," registering for an Event on the Event website, or messaging an Event organizer), you signal that you have read, understand, and agree to these Event Terms.**

1. QUALIFICATIONS

You represent that (a) you are at least 18 years old, or if you are under 18, that you have your parent's consent to participate in the Event, (b) you have the requisite power and authority to enter into these Event Terms, and (c) you have read and understood these Event Terms.

2. PHOTOS; PUBLICITY

Uncorked and its sponsors and vendors may take photos and videos at Uncorked Events, and later use them for promotional purposes. By participating or attending any Uncorked Event, you agree that you may appear in some of these photos and videos, and you authorize their use in this fashion. In addition, you agree to the use of your name, photo, likeness, statements (if true), biographical information, and other information you've provided to us for advertising and promotional purposes in any media worldwide. On the flip side, if you take any photos or videos of attendees at an Uncorked Event and provide them to us, you authorize us to use them in the same fashion, and represent that the attendees that appear in your photos and videos have also consented to such use.

3. HACKATHON

If you are participating in the Hackathon, this section applies to you as a "Participant." Participant acknowledges and agrees that the Hackathon will be governed by additional terms related to the entries, judging criteria, and eligibility to participate, which Uncorked has or will provide to you. Participant represents and warrants that the entry (the "Entry") you submit in the Hackathon is and will be your own original work, and does not and will not infringe the intellectual property or proprietary rights of any third party. Participant agrees not to instigate, support, maintain or authorize any action, claim, or lawsuit against Uncorked or any sponsor of the Hackathon or any other person, on the grounds that any use of a Participant's Entry infringes any of Participant's rights as a creator of the Entry. Participant acknowledges and

agrees that Uncorked, any sponsors, any other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant. We will have the right to display and promote the Entries to the public on Uncorked's website and any other websites associated with the Hackathon. We also have permission to publicize the names of the winning Participants in connection with the Hackathon. The Hackathon is void where prohibited.

4. ASSUMPTION OF RISK / RELEASE OF LIABILITY / INDEMNITY

(a) **Assumption of Risk.** Although we try to create a safe environment at Uncorked Events, accidents or other bad things happen, even to good people. We ask that you do your part to help limit the possibility that you might get injured at an Uncorked Event.

You agree to carefully consider the inherent risks in any activities that you choose to take part in and to take reasonable precautions before you choose to attend or participate at an Uncorked Event. You should always drink responsibly given the risks associated with drunk driving and participating in activities while your judgment is impaired. Please note that some of the other Uncorked Event guests may be less responsible than you, and may themselves create additional risk to you despite their best intentions.

In sum, you understand that your attendance and participation at Uncorked Events is voluntary, and you agree to assume responsibility for any resulting injuries to the fullest extent permitted under applicable law.

(b) **Release of Liability.** You (for yourself, your heirs, personal representatives, or assigns, and anyone else who might make a claim on your behalf) hereby release, waive, discharge and covenant not to sue Uncorked and its respective parent companies, subsidiaries, affiliates, officers, directors, partners, shareholders, members, agents, employees, vendors, sponsors, and volunteers from any and all claims, demands, causes of action, damages, losses or expenses (including court costs and reasonable attorneys' fees) which may arise out of, result from, or relate in any way to your attendance at any Uncorked Event, except, of course, for any gross negligence or willful misconduct on our part.

(c) **Indemnity.** By the same token, you agree to indemnify and hold Uncorked, its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to, related to, or connected with your attendance or conduct at any Uncorked Event, including without limitation, any alleged or actual infringement of any intellectual property rights of any third party.

(d) **Disclaimer.** IN NO EVENT WILL UNCORKED BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES

(INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN ANY EVENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UNCORKED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, UNCORKED'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THESE TERMS, INCLUDING ANY EVENT PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THE THEORY OF CONTRACT, TORT, OR OTHERWISE, AN AMOUNT EQUAL TO US \$500.00.

5. TERMINATION

While we hope not to, Uncorked may prohibit your attendance at any Uncorked Event at any time if you fail to abide by these Event Terms, or for any or no reason, without notice or liability of any kind. In the event of any termination, whether by you or us, these Event Terms will continue in full force and effect.

6. CHOICE OF LAW AND VENUE

Oregon law will govern these Event Terms, as well as any claim, cause of action or dispute that might arise between you and Uncorked (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN MULTNOMAH COUNTY, OREGON.

7. PRIVACY

Personal information will be collected when you register on the Event site. Registration requires that participants supply their name and contact information. If you are registering for Hackathon, the information you submit will be used to confirm your eligibility. This information will be disclosed to Uncorked, for purposes of the Event for which you are registered. Once registered, participants may receive periodic communications relating to the Events for which you are registered. By registering for the Event, you agree and acknowledge that you may be contacted by Uncorked via email. You further agree and acknowledge that such email communication shall not be considered to be unsolicited commercial email or spam. It is your responsibility to notify Uncorked in writing should your email address change. Uncorked will never sell or otherwise distribute any attendee information submitted in an event registration.

8. GENERAL TERMS

You agree that you will not represent yourself as an employee, representative, or agent of Uncorked (unless, of course, you are actually employed by Uncorked, in which case these Event Terms will govern your participation in any Uncorked Event to the extent such Event Terms are not inconsistent with Uncorked's standard employment agreements or policies). We reserve the right to change these Event Terms at any time without prior notice. We reserve the right to cancel any Uncorked Event at any time, for any reason, and without liability or prejudice. Any failure on Uncorked's part to exercise or enforce any right or provision of the Event Terms does not constitute a waiver of such right or provision. If any provision of the Event Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Event Terms shall otherwise remain in full force and effect and enforceable.

Questions about any Event can be submitted to danielle@uncorkedstudios.com.