

UNITE BERLIN 2018

EVENT TERMS

PLEASE READ THESE UNITE BERLIN 2018 EVENT TERMS. THESE UNITE BERLIN 2018 EVENT TERMS ESTABLISH AN AGREEMENT BETWEEN YOU AND UNITY.

These Unite Berlin Event Terms apply to your Event registration, the Event itself, and any activities therein.

1. Definitions

- 1.1. **"Affiliates"** means an entity that directly or indirectly controls, is controlled by or is under common control with Unity Technologies ApS.
- 1.2. **"Application"** means the Event application and mobile site made available by Unity
- 1.3. **"Attendee"** means an individual registered for or attending the Event.
- 1.4. **"Badge"** means the badge provided to you at the check-in site located at the Event which will designate your access to the Event, venue areas, and sessions.
- 1.5. **"Event"** means an event organized and hosted by Unity.
- 1.6. **"Event Dates"** means the dates during which the Event will be held.
- 1.7. **"Event Partner"** means any Event sponsor or exhibitor, or Unity business partner, customer, or affiliate.
- 1.8. **"Event Products and Services"** mean Events, Sub-Events, Registration WEBSITE, any Unity websites or communities, Unity software or development services, or the Unity Asset Store.
- 1.9. **"Event Terms"** shall refer to these Unite Berlin 2018 Event Terms, the Unity Terms of Service, available at <https://unity3d.com/legal/terms-of-service> , inclusive of the additional terms therein, the Asset Store Terms of Service and EULA available at https://unity3d.com/legal/as_terms , and the Unity Privacy Policy available at <https://unity3d.com/legal/privacy-policy> . These Event Terms shall govern your use of the Registration Website; your use and access to the Event Products and Services; and Unity's use of your information.
- 1.10. **"Payment Information"** means your payment information including credit card and/or bank account information.
- 1.11. **"Registration Website"** means the public registration web-page and any other websites of Unity's.
- 1.12. **"Registration Information"** means the information you provide via the registration process for this Event which may include, but is not limited to, login information (user name, password, login recovery information), and your contact information (first and last name, title, employer, address, and email).
- 1.13. **"Sub-Event"** means special sessions, speaking sessions, trainings, parties, keynote, activities, and other events available at the Event.
- 1.14. **"Unity"** means Unity Technologies ApS, a Danish corporation having its principal place of business at Løvstræde 5, DK-1152 Copenhagen K, Denmark, on behalf of itself and its Affiliates.
- 1.15. **"you"** or **"your"** means you, the individual (on behalf of yourself and/or the legal entity you represent) accepting these Event Terms.

2. Event Registration

- 2.1.Registration.** All Attendees are required to register for the Event, at whichever level access desired by Attendee and for whichever Sub-Events selected, via the Registration Website where you will be required to provide the requested Registration Information, Payment Information, and any promotional offers you are redeeming. Thereafter you shall receive an email confirmation at the email address provided in the Registration Information which will contain your Event information. Unity reserves the right to cancel or terminate registration and/or promotional offers at any time.
- 2.1.1.** Access levels determine what parts of the Event an Attendee will have access to. Please take care to note what each level of access offers. Sub-Events may be offered in certain level of access or available at a separate or additional cost.
- 2.1.2.** New Sub-Events may be added as the Event Dates approach. Attendees can log back into the Registration Website in order to purchase and/or register for such Sub-Events.
- 2.2.Payment.** In order to gain access to the Event, full payment is required and applicable fees must be paid in full prior to the Event. Promotional offers may not be combined.
- 2.3.Refunds and Transfers.** All sales are final and no refunds or credits shall be provided. However, tickets to the Event are transferable. Please contact info-uniteberlin@unity3d.com to learn more about how to transfer your tickets to another individual.
- 2.4. Age Restriction.** This Event is only open to Attendees 18 years old or older and no one under the age of 18 will be admitted to the Event.
- 2.5.Badges.** Badges may be picked up at the check-in site at the Event during the Event Dates or at such other times as may be announced by Unity.
- 2.5.1.** Attendees will be required to show their e-ticket (printed or on their mobile device) with QR code visible, a valid and current government issued photo identification in order to claim their Badge. Attendees purchasing student/faculty tickets will additionally be required to show valid, current student/faculty photo identification.
- 2.5.2.** Badges may contain Near Field Communication technology (more commonly known as RFID), which will be used to admit you to the Event and Sub-Events, record your attendance and participation, register you for marketing from Unity, and provide a secure mode of communication. You may also, at your sole discretion, allow Event Partners to scan your badge in order to express interest in particular Sub-Event or Event Partner booth at the Event, upon which Unity will share your Registration Information with such Event Partner. If you do not wish to receive email marketing, you may elect not to have your badge scanned at an Event. Information collected through your badges shall not be disclosed to any third parties, except Event Partners as set forth in these Event Terms.
- 2.6.Expectation for Attendee Behavior.** Unity is committed to organizing events that provide a safe, inclusive, and welcoming environment for all attendees, regardless of gender, sexual orientation, disability, ethnicity, or religion and expect all Attendees to promote the same.
- 2.6.1.Unacceptable Behaviors.** Intimidating, derogatory, abusive, discriminatory, harassing, or debasing conduct by any attendee, as determined solely by Unity and its authorized representatives, is not acceptable. Unacceptable behavior includes but is not limited to:
- 2.6.1.1.** Harassment includes but is not limited to offensive communications in any medium relating to gender, sexual orientation, disability, ethnicity, or religion;

unwelcome sexual attention or physical contact; inappropriate use of imagery including but not limited to nudity and sexual imagery; threatening, stalking or following an attendee; or otherwise harassing an Event attendee;

2.6.1.2. using physical force against a person, causing a disturbance, or creating discomfort for a person at the Event;

2.6.1.3. possession of a weapon or any item that may be used as a weapon, making threats about using a weapon or an item that may be used as a weapon;

2.6.1.4. attempted or actual theft, destruction, and/or defacement of any personal property or the Event site, Event Partner booths, Event venue, or the like;

2.6.1.5. possession of open alcohol at the Event or smoking, other than in areas specifically designated for the consumption of alcohol or smoking, or exhibiting drunken behavior;

2.6.1.6. possession of illegal substances, including but not limited to drugs;

2.6.1.7. failure to comply with any of the event or venue rules and regulations or the instructions of Unity or its authorized representatives; and

2.6.1.8. any other illegal behavior.

2.6.2. Consequences. As determined solely by Unity and its authorized representatives, attendees exhibiting unacceptable behaviors may be asked to stop such behaviors and will be expected to immediately comply with such instructions. Unity reserves the right to take any action it deems appropriate, up to and including removal from the Event, prohibition for attendance at future events, and the involvement of local authorities, to address such unacceptable behaviors.

2.6.3. Reporting Unacceptable Behavior. Attendees may report unacceptable behavior to any Unity authorized representative, Event staff, or Event security or you may contact info-uniteberlin@unity3d.com .

2.7. Security. For your safety and the safety of all other attendees, Badges must be worn and visible at all times while you are attending the Event; Badges must not be shared with any person(s); bags may be checked upon entry or at other random times during the Event; bags or property left unattended may be removed; no person under the age of 18 shall be permitted at the Event; weapons, explosives, hazardous materials, and the like are prohibited from the Event; and any and all other illegal materials are prohibited from the Event.

2.8. Third Party Services/Links

2.8.1. Registration. Registration for the Event is provided by ITN International Inc. (“ITN”) and as such your Registration Information and Payment Information will be processed by ITN on Unity’s behalf. ITN shall process such information for the purpose of administering your registration process, processing your payment, creation of your badge, and related activities and processes. Such processing of personal data shall be subject to Unity’s Privacy Policy.

2.8.2. Other. The Event website may provide information about or links to third parties services related to accommodation, local attractions, discounts, or promotions. Unity provides this information and/or links solely for your convenience and does not in any way endorse or provide such services or control the contents of such links. It is solely your responsibility to assess and bear the risk for using any such third party services or clicking on any third party link. You may be subject to additional terms and conditions

related to the aforementioned and it is entirely your responsibility assess the impact thereof. Unity reserves the right to remove any such information or links from its Event website and shall not be liable in any way for your use or access to such third party services or links.

2.9. Your Publicity Waiver and Release. Unity, Event Partners, or others authorized to work on behalf of Unity or such Event Partners will be photographing, recording (audio and video), displaying (via web, podcast, blog, or social media), or otherwise memorializing the Event (“**Recording**”), including but not limited to the Sub-Events, booths, or other Event related activities. You understand and agree that your name, image, voice, feedback, likeness, appearance, and/or other identifying characteristics (“**Likeness**”) may be included in a Recording and used by Unity, Event Partners, and others, and you expressly consent to the foregoing.

2.9.1. You irrevocably permit, authorize and license Unity and its Event Partners to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works of, license, and otherwise use your Likeness and all materials created by or on behalf of Unity, Event Partners, or others authorized to work on behalf of Unity or such Event Partners that incorporate your Likeness (“**Materials**”) on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and for the purpose of advertising, public relations, publicity, packaging and promotion of Unity, Event Partners, or others authorized to work on behalf of Unity or such Event Partners and their businesses, products and services, and future similar events without further consent from or compensation to you.

2.9.2. You irrevocably transfer and assign to Unity your entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers.

2.9.3. You acknowledge and agree that you have no right to review or approve Materials before they are used by Unity, Event Partners, or others authorized to work on behalf of Unity or such Event Partners, and that Unity, Event Partners, or others authorized to work on behalf of Unity or such Event Partners have no liability to you for any editing or alteration of the Materials. To be clear, you understand that neither Unity nor any Event Partner or representative thereof has an obligation to use the Materials or to exercise any rights given by this Section 6.

2.9.4. To the fullest extent permitted by applicable law, you irrevocably waive all legal and equitable rights relating to all claims now known or hereafter known in any jurisdiction throughout the world including but not limited to rights of privacy and publicity, any and all claims to damages, or violation of intellectual property rights (“**Claims**”) arising directly or indirectly from the exercise of the rights under this Section 6 or use and exploitation of the Materials by Unity, any Event Partner, or others authorized to work on behalf of Unity or such an Event Partner; and whether resulting in whole or in part by the negligence of Unity, any Event Partner, or others authorized to work on behalf of Unity or such Event Partners, you further covenant not to make or bring any such Claim against Unity, Event Partner, or others authorized to work on behalf of Unity or such Event Partners and forever release and discharge the same from liability under such Claims.

2.9.5. You represent that you are of full legal age and have read this release and fully understand its contents.

2.10. Assumption of the Risk. You acknowledge and agree that your attendance and participation in the Event, Sub-Events, or any related activities is entirely at your discretion. Unity does not guarantee that you will be given access to any specific event and reserves the right to refuse admittance to any Attendee, at its sole and exclusive discretion. You accept and assume all risks, including personal injury or damage to your personal property, that you may face while attending the Event, Sub-Events, or any other related activities. You waive any claims against Unity or any Event Partners related to the above mentioned risks.

2.11. Force Majeure. The Event, Sub-Events, presence of Event Partners, and any related activities are subject to change at any time without prior notice. In the event of cancellation or modification to the Event, Sub-Events, presence of Event Partners, or related activities as a result of force majeure (events or instances that are beyond the reasonable control of Unity including but not limited to severe weather, earthquake, flood, or other act of God, acts of war, national emergencies, acts or threat of terrorism, civil unrest, strikes or other labor disputes, loss of power, or any other similar or related instance or event), Unity shall not be held liable and no reimbursement will be made.

3. Privacy Policy. Your Registration Information and Payment Information shall be processed and protected in accordance to the Unity Privacy Policy located at <https://unity3d.com/legal/privacy-policy>.

3.1. You agree, by registering for this Event, that Unity may use your email address to send you updates, information, and Event and/or Sub-Event evaluation forms or survey. To the extent that you submit your mobile phone number, you agree that Unity may send you Event related messages, regardless of your registration with any governmental or regulatory do-not call list. You may opt-out of such messages as directed therein, though there may be some delay in implementation during which time you may continue to receive messages for short time after such opt-out request.

3.2. You also agree that by permitting an Event Partner to scan your badge, you are authorizing Unity to share your Registration Information with such Event Partner.

3.3. You can log into your account at the Registration Website at any time to update or modify your Personal Information. It is your responsibility to keep your information up to date so as to ensure communications are being sent to the appropriate person.

4. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNITY AND ITS EVENT PARTNERS MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENT PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ALLEGED TO ARISE BY THE OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT UNITY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL FROM UNITY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT. THE EVENT PRODUCTS AND SERVICES ARE PROVIDED BY UNITY AND EVENT PARTNERS ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND. UNITY AND EVENT PARTNERS DO NOT REPRESENT OR WARRANT THAT THE EVENT PRODUCTS AND SERVICES OR ANY PART THEREOF, WILL MEET YOUR REQUIREMENT, BE TIMELY OR SECURE, OR OPERATE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND ACCEPT THAT YOU BEAR ALL THE RISKS ASSOCIATED WITH YOUR USE OF AND/OR ACCESS TO THE EVENT PRODUCTS AND SERVICES, OR YOUR RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS THEREOF. YOU REPRESENT

AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU CAN AND WILL COMPLY WITH ALL THE EVENT TERMS OUTLINED HEREIN.

5. General Terms.

- 5.1. Relationship of the Parties.** These Event Terms and your participation in the Event or Sub-Events, or use of the Event Products and Services, does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Event Terms.
- 5.2. Changes or Modification.** Unity reserves the right to change or modify these Event Terms. You understand that that if you participate in the Event, Sub-Events, or related activities, such participation will indicate your acceptance of the amended Event Terms.
- 5.3. Governing Law and Venue & Waiver of Jury Trial.** These Event Terms will be governed by and construed in accordance with the laws of the State of California (and, to the extent controlling, the federal laws of the United States). The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods shall not apply to (and is excluded from the laws governing) these Event Terms. In addition, each party agrees that any claim, action or dispute arising under or relating to these Event Terms will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of San Francisco, or the United States District Court for the Northern District of California in San Francisco. Nothing in the foregoing will prevent Unity from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Event Terms.
- 5.4. Severability.** If any provision of these Event Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 5.5. Waiver.** The failure by either party to enforce any provision of these Event Terms will not constitute a waiver of future enforcement of that or any other provision.
- 5.6. No Election of Remedies.** Except as expressly set forth in these Event Terms, the exercise by Unity of any of its remedies under these Event Terms will not be deemed an election of remedies and will be without prejudice to its other remedies under these Event Terms or available at law or in equity or otherwise.
- 5.7. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent Unity. Unity's sole remedy for any purported assignment in breach of this paragraph shall be termination of these Event Terms and non-participation in the Event. Unity may assign these Event Terms, in whole or in part, as necessary for the execution of the Event without your consent and at its sole discretion. Subject to the foregoing, these Event Terms will be binding upon and will inure to the benefit of the parties' respective permitted successors and assigns
- 5.8. Entire Agreement.** These Event Terms constitute the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to its subject matter. No term or provision in any other contract or communication will be deemed to amend these Event Terms unless they reference these Event Terms in particularity and provides, in particularity, which portions of the Event Terms are amended.

Any waiver, modification or amendment of any provision of these Event Terms will be effective only if in writing and signed by a registered signatory of Unity. To the extent that these Event Terms are translated, such translation is provided for solely for convenience, and the English version of these Event Terms shall govern any disputes arising here from.

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If you have any questions about the Event, please contact info-uniteberlin@unity3d.com