

Amazon Selling Partner Summit Terms and Conditions

These terms and conditions (the “**Terms**”) supplement the Amazon Services Business Solutions Agreement (the “**BSA**”) (altogether, the “**Agreement**”) and govern your registration for and participation at any Amazon Selling Partner Summit event (the “**Event**”) and are an agreement between Amazon Services LLC and any of its applicable Affiliates (“**Amazon**,” “**we**,” “**us**,” or “**our**”) and you. You represent to us that you are authorized to enter into these Terms and have previously agreed to the terms of the BSA. If there is a conflict among terms in these Terms and the BSA, the Terms will prevail over the BSA.

1. Event.

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process and pay any registration fee. Unless the Event’s registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 18 years of age on the first day of the Event. Additionally, you must be at least 21 years of age on the first day of the Event to participate in the Networking Happy Hour Event. Registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. We may also change the Event program at any time in our sole discretion.

2. Safety and Security.

Your safety and security is important to us. You understand that you and your property may be subject to a reasonable search upon entry to the Event. If you refuse to participate in these security measures, we may deny you entry. We also reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees. If we deny you entry or require you to leave, you will not receive a refund.

3. Your Information.

3.1 Sharing with Event Sponsors. We may provide your contact information to Event Sponsors if (a) you elect to attend any sessions or other activities at the Event involving Event Sponsors (in which case we would provide your contact information only to the Event Sponsor involved in such session or other activity,) or (b) you opt in during registration or otherwise to receive communications from our Event Sponsors.

3.2 Voice and Image. By participating in the Event experiences, you agree that we may derive information from recordings of your voice and images of your face and retain and use all resulting information.

4. License to Use Materials.

You grant us, our affiliates, and our independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event (the “**Items**”). By attending the Event, you grant to Amazon and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, and distribute, for any purpose relating to our business, all or any part of the Items and other materials submitted (including, for example, your name and biographical information) or presented by you (in electronic copy, hard copy, or otherwise) (collectively, the “**Materials**”). We may edit the Materials, use them alone or together with other information, and allow others to

use and disseminate them. To the maximum extent permitted by law, you waive any moral rights you may have in the Materials.

5. Cancellation.

5.1 By You. To cancel your registration, email us at sellingpartnersummit@amazon.com. Cancellation must be received by 11:59 PM PDT the Friday before the event for a full refund. Refunds will not be permitted after this time.

5.2 By Us. We may cancel the Event at any time for reasons including, for example, availability or suitability of venue or speakers or on security, health, or safety grounds, and we may deny, limit, or cancel your Event registration at any time. We are not responsible for any damages, direct or indirect, resulting from such cancellation. If we cancel the Event or your registration and you are in compliance with these Terms, we will issue you a refund of your Event registration fee in accordance with the refund policy on the Event's registration webpage.

5.3 Effect of Cancellation. If you or Amazon cancel your registration for the Event or Amazon cancels the Event, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 will remain in full force and effect.

6. Trade Compliance and Ethics.

6.1 You represent and warrant that you and your financial institution(s) used to fund any fees required for the Event are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

6.2 You certify that you have confirmed with an appropriate ethics official that there are no federal, state, local, or institutional ethics or procurement laws, regulations, or rules that restrict or prohibit your attendance at the Event or would otherwise create a conflict of interest for Amazon.

7. Assumption of Risk.

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

8. Release of Claims.

To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release Amazon and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Items.

9. Limitations of Liability.

We and our affiliates and licensors will not be liable to you under any cause of action or theory of liability, even if you have been advised of the possibility of such damages, for (a) indirect, incidental, special, consequential, or exemplary damages, or (b) lost profits, revenues, customers, opportunities, or goodwill. In any case, our and our affiliates' and licensors' aggregate liability under this agreement will not exceed usd \$100. The limitations in this section 9 apply only to the maximum extent permitted by applicable law.

10. Miscellaneous.

10.1 Waiver. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

10.2 Severability. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

10.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.4 Assignment; No Third Party Beneficiaries. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Amazon as a party to these Terms, and Amazon is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

10.5 Governing Law. The laws of the State of Washington, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

10.6 Dispute. Any dispute or claim relating in any way to these terms will be resolved by binding arbitration, rather than in court, except that you may to the maximum extent permitted by law assert claims in small claims court. The federal arbitration act and federal arbitration law apply to these terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these terms as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent corporation service

company, 300 Deschutes Way SW, suite 304, Wumwater, WA 98501. The arbitration will be conducted by the American arbitration association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration, and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. We each agree that each party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

10.7 Modifications to these Terms. We may modify these Terms at any time by posting a revised version on the Amazon Site. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the Amazon Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

10.8 Entire Agreement; English Language. These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement). If we provide a translation of the English version of these Terms, the English version of these Terms will control if there is any conflict.

11. Definitions.

“Amazon Site” means <https://services.amazon.com/events> and <https://selling-partner-summit.splashthat.com> (and any successor or related site designated by us), as may be updated from time to time.

“Event Sponsor” means a third-party sponsor of the Event.