



# AMBITION 2020 TERMS AND CONDITIONS

I, the individual named below, desire to participate in AMBITION ("Event") provided by Ambit Marketing, LLC, a Texas Limited Liability Company ("Company" or "Ambit") with offices located at 1801 N. Lamar Street, Dallas, Texas, 75202. As lawful consideration for being permitted by the Company to participate in the Event, I agree to these Terms and Conditions and Release of Liability ("Terms").

# **Event Registration**

All attendees must register and pay to participate in the event. The registration fees can be found on the Ambit Energy EventCenter website.

The registration fee includes access to all virtual events posted on EventCenter. You may edit your registration details until 11:59 p.m. CT on the date online registration closes.

All attendees must check in online on the Ambit Energy EventCenter website in order to have access to the virtual sessions.

## AMBITION "Ticket"

The purchaser will not receive a "ticket" via mail. A summary of the purchaser's registration will be available online by logging in to registration.

#### **Order Confirmation**

If the purchaser does not receive an email confirmation after submitting payment, or if the purchaser experiences any type of process error or service interruption after submitting payment, it is the responsibility of the purchaser to confirm with Ambit Energy whether or not the online order was received. Ambit Energy will not be responsible for losses (monetary or otherwise) if purchaser fails to confirm finalized registration.

#### **Refunds and Transfers**

Consultants are not eligible for refunds once they complete the registration process. Please carefully review all details of your order before finalizing your transaction. Registration fees are nonrefundable.

#### Recognition

In order to be verified as an event attendee, eligible to participate in all pre-event contests and participate in virtual recognition activities, consultants must be in active standing and registered for the event by August 1, 2020.

#### Video/Photo Recording

All AMBITION attendees are strictly prohibited from videotaping, recording, photographing or digitally capturing any portion of AMBITION. All content, original material and speaker presentations are provided by Corporate. Unlicensed recording, digital pictures, their use or distribution of any video content by anyone other than Ambit Energy staff is strictly prohibited.

This is notification that any and all events related to AMBITION may be recorded by Ambit Energy. By participating in the event, you hereby irrevocably grant Ambit Energy, LLC the right to record your image or voice and to own, license, assign and/or use the same forever and throughout the world in any manner and/or medium including, without limitation, Ambit Energy websites and events. You will not receive any payment for such use and waive any rights to bring any action in law or equity against Ambit Energy or its present and future officers, employees or partners.

By accepting, you affirm that you are at least eighteen (18) years of age. If you are under the age of eighteen, you attest that you have obtained a parent's or legal guardian's consent to enter these areas and will be bound by the terms set forth herein.





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# Indemnification and Covenant Not to Sue

By accepting, you agree to defend, indemnify, and hold harmless Ambit Energy against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the event.

By accepting, you hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Ambit Energy, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") arising out of or attributable to your participation in the event, whether arising out of the negligence of the Company or any Releasees or otherwise. You covenant not to make or bring any such claim against Ambit Energy or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

## **Force Majeure**

Ambit Energy will not be liable for any default or delay in the performance of its obligations, to the extent that such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of Ambit Energy such as, but not limited to: fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties. Such event or circumstance giving rise to the default or delay is a Force Majeure Event.

BY ACCEPTING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.