



AMBITION 2021 **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 6555 Sierra Drive, Irving, Texas, 75039. 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 a fee to participate in the Event. The registration fees can be found on the Ambit Energy EventCenter website ("EventCenter").

The "in-person" registration fee includes access to all live and virtual portions of the Event posted on EventCenter and the reduced "virtual" registration fee includes access to all virtual portions of the Event posted on EventCenter.

All in-person attendees will be required to check in to the AMBITION on-site in order to have access to enter the Event. All attendees participating virtually only must check in online on the Ambit Energy EventCenter website in order to have access to the virtual sessions.

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 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.

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. You may edit your attendee information and event service needs until 11:59 p.m. CT on Sunday, August 15, the date in-person registration closes.

Refunds and Transfers

Registration fees are non-refundable and non-transferrable. Purchasers are not eligible for refunds once they complete the registration process. Furthermore, purchasers will not be refunded the difference between the "In-person" registration fee and the "virtual registration fee if they decide not to attend. Please carefully review all details of your order before finalizing your transaction.

Recognition

In order to be verified as an Event attendee, eligible to participate in all pre-event contests and participate in recognition activities, whether in-person or online, Consultants must be in Active standing and registered for the event by August 15, 2021.

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 Ambit. Unlicensed recording, digital pictures, their use or distribution of any video content by anyone other than Ambit staff is strictly prohibited.

This is notification that any and all events related to AMBITION may be recorded by Ambit. By participating in the event, you hereby irrevocably grant Ambit 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 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 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 the Event and will be bound by the terms set forth herein.



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Cancellation of Event

Ambit reserves the right to cancel or reschedule the event for any reason. In the event of cancellation and/or reschedule, Ambit has no obligation to refund any registration fees, other moneys paid, or donations, and shall not be held responsible for any losses or damages that might occur due to the Event cancellation and/or reschedule.

Authority to Register and/or to Act as Agent

I represent and warrant to Ambit that I have full legal authority to complete this Event registration on behalf of registrants and submit to these Terms on their behalf, including full authority to assume and waive liability and to make use of the credit or debit card to which fees will be charged.

Indemnification and Covenant Not to Sue

By accepting, you agree to defend, indemnify, and hold harmless Ambit 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, 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 or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

Force Majeure

Ambit 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 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.

Applicable Law and Consent to Jurisdiction

By completing this Event registration, both you and Ambit agree that the statutes and laws of the State of Texas, without regard to the conflict of laws principles thereof, will apply to all matters relating to the Event registration, these Terms, or other use of Ambit's registration site. You agree that exclusive jurisdiction for any dispute with Ambit resides in the courts of the State of Texas and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Texas in connection with any dispute including any claim involving Ambit.

Severability

I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

Important In-Person Attendee Information

The Event location is working to provide the most current safety protocols following CDC recommendations, including capacity restrictions, mandatory mask requirement unless eating or drinking, and social distancing, to which all Event attendees must adhere. Please visit the CDC website for more information on how to protect yourself and others.

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