

Seismic Digital Shift General Disclosures





General Disclosure

This event is produced by Seismic Software, Inc, D.B.A “Seismic”. We reserve the exclusive right to restrict access by any delegate. By registering for the event, you agree to abide by all applicable rules and regulations.

Platform

Seismic Digital Shift utilizes a custom virtual event platform created by Cornerstone Productions. The event website is also the platform, which you can view from your laptop or mobile device.

Event Content Usage

During the event, you may receive access to content licensed by Seismic and third parties. You may use this content solely for your own internal, non-commercial purposes. Unauthorized distribution, such as through sales, copying, or posting online is expressly prohibited.

Permission to use excerpts or quotes from Seismic material may be obtained by emailing digitalshift@seismic.com. Seismic imposes certain restrictions on the use of media at its events (including but not limited to photography, video, audio, streaming) to comply with data privacy laws. For all events Seismic prohibits the use of screenshots or any unauthorized recording of presentations. You agree to this prohibition and any posted or stated restrictions at the event.

Delegates are welcome to document their event experiences in unrestricted areas (excluding the specific activities outlined in the previous paragraph) and share it via their own social media content, provided it does not violate any local privacy laws, defame other event participants or infringe on any copyrighted materials.

Community Standards

Seismic Digital Shift provides a shared virtual environment for members to explore, access, and share knowledge with all event attendees, which includes Seismic subject matter experts, Seismic customers, and the broader sales, marketing, and enablement community. This virtual

event platform is designed to be an authentic, pleasant, and friendly environment that fosters interaction and allows members to connect through live chat and zoom forums. Seismic is committed to helping foster these peer-to-peer relationships and discussions within the platform. By registering for Seismic Digital Shift you agree to adhere to the below Code of Conduct while participating in the event:

- Be social, engaging, and helpful to your fellow members.
- HAVE FUN and enjoy being an active participant in the Community.
- Be respectful, courteous and authentic.
- Maintain a positive tone and your comments constructive. Harassment of any nature will not be tolerated.
 - Refrain from rants, threats, political statements, or discriminatory statements.
- Keep posts and contributions relevant to the forum or category where you post.
- Be fully responsible for your own postings and do not post offensive content. Be professional.
 - Promptly notify digitalshift@seismic.com if you feel that your account has been compromised.
- Refrain from making duplicate posts, spam messages, or posts repeated excessively on one or more boards.
- Protect your own privacy and the privacy of others when posting on the platform.
 - Omit personal information such as phone numbers, addresses, email addresses.
- Refrain from using abusive, hateful, obscene and vulgar language.
- Obey the law. Don't post anything that would violate any internet law.
- Remember there will be much user-generated content. You'll find plenty of good advice here, but remember that your situation, configuration, or use-case may vary from that of the individual sharing a solution. Some advice you find here may even be wrong. Apply the same good judgment here that you would apply to information anywhere on the Internet.

Seismic may at any time and without prior notice remove any posted message or thread, delete words from posted messages, or ban your account for violating the Code of Conduct or other site terms.

Event organizers are from Seismic and their agent Cornerstone Production, they will be the moderators and/or administrators for the event. These individuals help keep the forums running smoothly and report any issues with the site.

If you recognize any violation of these guidelines, please notify us by using the “Report Inappropriate Content” feature in the Options menu of the message, or by contacting us directly at digitalshift@seismic.com

Use of Data and Personal Information

Seismic uses your registration data to facilitate your participation in this event according to applicable data protection laws, as well our [Privacy Statement](#).

By registering for this event, you agree to be included (name, title and affiliation) in the shared delegate list within the event platform.

When creating your agenda with our mobile app, the information you provide is treated as personal and confidential.

Seismic may collect the information you provide for internal use in furtherance of your participation in the event.

You acknowledge and agree that Seismic may use any media it captures at the event for marketing and promotional activities, including posting real-time content to its social media feeds and displaying samples from those feeds throughout the event venue, and for any other lawful purpose in the ordinary course of its business. Seismic disclaims all liability resulting from the use of your image in any media format by other delegates at the event.

Limitation of Liability

Per applicable law, Seismic will not be liable under any circumstances, including negligence, for any lost profits, cost of cover, or any direct, indirect, incidental, special, reliance, consequential or punitive damages that result from (i) the provision of or failure to provide the service; (ii) the use of or the inability to use the service or any of its functions; (iii) your reliance upon the service or any aspect of it; or (iv) loss of use, data, or profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability (including negligence). In addition, we have no duty to update the service or the contents thereof. If you are dissatisfied with the service, your sole and exclusive remedy is to discontinue use of the service.

Antitrust

During an event, attendees may gather in impromptu break-out sessions or unplanned meetings with industry peers. In such a situation, you agree to adhere to all established antitrust laws. For guidance, please visit the [FTC web site](#).

Seismic Digital Shift gamification official rules

The Seismic Digital Shift Contest (“Contest”) is sponsored and administered by Seismic Software Inc. (on behalf of itself and its affiliate entities (“Seismic”). The Contest is governed by these Official Rules. By participating in the Contest, each Participant (defined below) agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the Contest, as determined by Seismic and its agents, are final in all respects. The Contest is subject to all federal, state and local law and regulations, and is void where prohibited by law. The Contest is in no way sponsored, endorsed or administered by, or associated with any entity other than Seismic. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The Contest is open only to “Participants” who at the time of entry are:

- (a) at least eighteen (18) years of age
- (b) have an internet access
- (c) have a valid event registration

Participants must submit all required information to be eligible to win. Employees, officers and directors of Seismic and their respective parents, subsidiaries, agents and suppliers, as well as members of their immediate families (defined as parents, spouses, children, siblings and grandparents) and individuals living in the same household as those individuals are not eligible to participate. Seismic has the right to verify the eligibility and identity of each Participant.

2. Contest period

The Contest is for two (2) days which begins on March 24, 2021 at 12:00 GMT and ends on March 25, 2021 at 1:55PM PDT (“Contest Period”). Entries that are submitted before or after the Contest Period will be disqualified.

3. How to participate

Participants must:

- ☒ Attend Seismic Digital Shift both days
- ☒ Join at least three sessions per day

Participants will accumulate points for attending sessions, visiting web pages, and watching on-demand content. Points are tallied on the participants behalf by a widget that is unique to each participant when they access the event. The participant will be able to see their points accumulation in real time. As you accumulate points you will move up levels. Each level has a unique prize associated with it. You will be entered into the drawing of all the levels that you achieved throughout the two days on a cumulative basis. Seismic may disqualify an entry if it determines to be unlawful or in violation of these Official Rules.

4. Prize drawing

During the Contest Period, Seismic will draw one (1) winner for each gamification level at the end of the contest period on day two. Seismic will select the potential winner in a random drawing from among all eligible entries received. The odds of being selected would depend on the number of entries received.

5. Winner notification

The potential winners will be notified by email within two (2) days after the draw. The email will ask the winner how they would like to receive their prize. In the event that the potential winner does not respond within thirty (30) days, Seismic may select an alternative potential winner in his/her place at random, from the remaining non-winning entries.

6. Prize

- **Ambassador** - Choice of Peloton or Mirror
- **MVP** - Treat-yo-self e-gift to a store of your choice
- **Quota Crusher** - Apple Watch
- **Overachiever** - Theragun
- **Rainmaker** - Yeti Cooler \$249 or Yeti Hopper Backflip Soft Cooler
- **Rookie** - AirPods Pros
- **On the Board** - Treat-yo-self \$100 e-gift at a store of your choice

7. General conditions

In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any reason, as determined by Seismic in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest, and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of impairment. Seismic reserves the right in its sole discretion to disqualify any individual tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Seismic reserves the right to see damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Seismic to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

8. Release and limitation of liability

By participating in the Contest, Participants agree to release and hold harmless Seismic, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents ("Released Parties") from an against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize,

including but not limited to (a) any technical errors associated with the Contest, including lost, interrupted or unavailable internet service provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunication or failed computer satellite, or technical failure; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winners, the cancellation or postponement of the event or in any Contest related materials or (e) damages or losses which may be caused directly or indirectly, in whole or in part, from Participants participation in the Contest or acceptance, receipt or misuse of the prize. Participants further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest and in no event will Participants be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Participants waives the right to claim any damages whatsoever including, but not limited to, punitive, consequential, direct or indirect damages.

9. Disputes

Each Participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Diego county, California, USA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participants rights and obligations, or the rights and obligations of Seismic in connection with the Contest, shall be governed by, and construed in accordance with the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

10. Privacy and publicity

Information collected from Participants is subject to Seismic's privacy policy at <https://seismic.com/privacy-policy/>

By participating, each Participant grants Seismic permission to use Participant's name, likeness or comments, entry submissions (including without limitation, writings, photographs and videos), for publicity purposes without payment of additional consideration, except where prohibited by law.