By registering for the 2019 ASCAP “I Create Music” EXPO (the “EXPO”) produced by the American Society of Composers, Authors and Publishers (“ASCAP”), I acknowledge, accept and agree to the following terms and conditions: (1) the EXPO is produced by ASCAP primarily for educational and career-promotion purposes and ASCAP disclaims all warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness, for any particular purpose in connection with the EXPO; (2) while in attendance at the EXPO, I may be photographed, filmed or videotaped, and I hereby grant to ASCAP, its employees, affiliates, partners, representatives and agents (“ASCAP Parties”), as well as third-party press and media outlets, the unqualified right to create, or have created, recordings and photographs of my image/photo/likeness/voice, including, without limitation, my performance of any musical work, at the EXPO (collectively “Materials”) and grant ASCAP the unlimited and perpetual right, without compensation to me, to use, edit, copy, perform publicly, display, license and/or otherwise exploit the Materials in any manner, format or media, throughout the universe in perpetuity for the purposes of promoting, marketing and commercializing ASCAP, its membership and the ASCAP EXPO “Promo Uses”), and in furtherance of the foregoing, if I perform my own musical compositions at the EXPO, I hereby grant to ASCAP free, gratis universal synchronization license for such musical compositions performed, recorded, used or otherwise embodied in the Materials, to the extent required for ASCAP to exercise its rights hereunder; (3) any musical compositions that I have written or co-written, and that I perform live at the EXPO, including during EXPO sessions, panels or events, and/or any recordings of such compositions that I choose to provide to ASCAP, may be used for Promo Uses and further acknowledge that no guarantee whatsoever exists that such music will be reviewed, performed, promoted or returned to me; (4) ASCAP uses third-party service providers in connection with the EXPO registration process and any information I provide in connection with EXPO registration may be processed by such third-party service providers and subject to such providers' policies, including the Bizzabo Privacy Policy, and in addition ASCAP may share my e-mail address with certain authorized EXPO sponsors, marketing partners and advertisers for marketing purposes only; (5) I may not photograph, videotape or otherwise record any portion of the EXPO, including any EXPO sessions, panels and performances, without the express written authorization of ASCAP, and in the event ASCAP provides such authorization, I understand and acknowledge that I may only use such authorized photographs, video and recordings as permitted by ASCAP and I am solely responsible for obtaining all third-party licenses, authorizations and rights to make such uses; (6) I may not enter the EXPO or otherwise use my ticket or admission to the EXPO for advertising, promotional or other commercial purposes (including contests, sweepstakes, or giveaways), other than in connection with the promotion of my music career, without ASCAP's express written consent; (7) the EXPO admission ticket/badge is a non-transferable, revocable license and may be withdrawn or revoked at any time...
by ASCAP for any reason, including, without limitation, disorderly conduct, disparagement of ASCAP or its members, scalping or resale of EXPO admission tickets/badges, obscene behavior and violation of EXPO venue and ASCAP rules, regulations, terms, conditions and policies, as may be amended from time to time, to which I agree to be bound; (8) I assume all risks incident to attending the EXPO, including the risk of lost, stolen or damaged property, or of personal injury or death, including without limitation, in respect of any medical treatment that ASCAP Parties or any persons authorized by any of them may administer in the event of injury or illness; (9) I agree not to send, display, post, submit, publish or transmit any content on any EXPO-related website, application or other medium that: (a) is unfair or deceptive under the consumer protection laws of any applicable jurisdiction; (b) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless I am the owner or licensee of such rights or otherwise have a contractual right to do so; (c) creates a risk to a person’s safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (d) impersonates another person; (e) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (f) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (g) involves theft or terrorism; (h) constitutes an unauthorized commercial communication; and/or (i) contains the contact information or any personally identifiable information of any third party unless I have first obtained the express and informed consent of said third party to include their contact information and/or personal information; (10) I agree that the ASCAP Parties and their officers, directors, employees, members, agents, successors and assigns (“ASCAP Releasees”) will not be liable for any damages of any kind arising from my registration for, and/or participation with regards to and attendance at, the EXPO, including without limitation, direct, indirect, incidental, punitive or consequential damages, and I hereby waive, release and forever discharge the ASCAP Releasees from and against any and all claims, actions, demands, suits, proceedings, controversies, agreements, losses, liabilities, damages, judgments, costs or expenses (including attorney’s fees) (“Claims”), and I agree to indemnify, defend and hold harmless the ASCAP Releasees from any third-party Claims, arising out of, resulting from, or in connection with any use of the Materials, any songs, recordings or other materials I have performed or supplied to ASCAP Parties, and/or my acts and omissions in connection with my attendance at or participation in the EXPO; (11) I represent and warrant that I am legally permitted to attend the EXPO and agree to these terms and conditions and all the information I supply, and representations I make, to ASCAP Parties are true and correct; and (12) I represent and warrant that I have the right and
ability to accept these terms on my behalf or on behalf of the named minor on whose behalf I act as a guardian.