



N I A N T I C

## Ingress Event Terms and Conditions

**Last Updated: June 5, 2018**

By purchasing or obtaining a ticket or attending a Niantic, Inc. (“**Niantic**”) Ingress Event, you agree to be bound by these Ingress Event Terms and Conditions (the “**Terms**”). Please carefully read these Terms and, if after reading, you find that you cannot or will not agree to any terms or conditions herein, do not purchase or obtain a ticket or attend an Event. Niantic’s Terms of Service and Privacy Policies are an integral part of these Terms, integrated into them by reference, and can be found on Niantic’s websites located at <http://www.nianticlabs.com> and <http://www.ingress.com> (the “**Sites**”). Niantic may revise and update these Terms from time to time without notification other than posting the modified Terms on Niantic’s Site(s). Niantic encourages attendees to regularly check these Terms for changes and by attending an Event, you accept and agree to abide by the most recent version of these Terms in effect at the time of the Event. The term “**Event(s)**” means any in-person event, gathering, meet-up, activity or the like which is organized, hosted, or managed by Niantic. For the avoidance of doubt, the term “including,” or any variation thereof, means including without limitation and shall not be construed to limit any general statement.

### Registration

In order to register and purchase tickets, you must be at least 18 years of age. By registering and purchasing tickets, you represent and warrant that the information you provide is true and accurate in all respects. If you are purchasing tickets for or registering on the behalf of others, you represent, warrant, and acknowledge you have all necessary rights, permissions, and consent to register and provide this information.

### Tickets

No refunds or exchanges are permitted. Tickets are non-transferable. Reasonably acceptable proof of identity, for example a driver’s license or passport, showing the same first and last name as those provided at time of online registration may be required to access an Event. Unlawful or attempted sale of tickets subjects them to revocation without refund. Tickets obtained from unauthorized sources may be invalid, lost, stolen, or counterfeit and may not be honored. Tickets cannot be replaced if lost, stolen or destroyed. Commercial use of tickets is prohibited without written approval. Tickets are not redeemable for cash or credit. You agree to abide by any published ticket limits or restrictions and orders exceeding or violating these restrictions are subject to cancellation without notice or refund.

### Assumption of Risks

You understand and agree that Events carry certain risks, both inherent and unforeseen, and by participating in or attending an Event, you willingly, knowingly and voluntarily assume any and all risks occurring before, during or after the Event, including injury by any cause and damage, loss, or theft of property. You acknowledge that Events, and certain activities at Events, have inherent risks, including (i) contact or collision with persons or objects, (ii) obstacles (e.g., natural and man-made water, road and surface hazards), (iii) equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure), (iv) weather related hazards, (v) inadequate first aid and/or emergency measures, (vi) judgment and/or behavior related problems (e.g., erratic or inappropriate participant, co-participant, or spectator behavior or errors in judgment by personnel at the Event), and (vii) natural hazards (e.g., uneven or difficult terrain, wildlife and insects, contact with plants). You agree to take reasonable precautions before choosing to attend or participate in an Event and its activities, for example consulting with a personal physician and ensuring you are in good physical health, wearing appropriate attire, and bringing necessary or recommended supplies. You further understand and acknowledge it is your responsibility to inspect the Event grounds, facilities, equipment and areas to be used and by participating in the Event, you acknowledge the Event grounds, facilities, equipment, and areas to be used are safe, adequate, and acceptable for participation. If you believe or become aware of any unsafe conditions or unreasonable risks, you agree to immediately notify appropriate personnel. You hereby waive and release Niantic, the Event venue, and



## N I A N T I C

their respective employees, affiliates and representatives from any and all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to your attendance or participation in an Event, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of third parties or Event participants and spectators.

### **Compliance**

You shall at all times comply with all applicable laws and any rules, policies and procedures of Niantic and the Event venue, including all health and safety policies and procedures and all reasonable instructions of the venue staff and Niantic representatives at the Event. You further agree to comply with all applicable terms of service and other policies on Niantic's website as a condition of participation.

### **Prohibited Substances**

Drugs, alcohol, controlled substances, contraband, and weapons are prohibited. You agree and consent to reasonable security precautions and search on entry and hereby waive and release Niantic, the Event venue, and their respective employees, affiliates and representatives from any and all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such security precautions and/or searches. If you elect not to consent to such security precautions and searches, you may be denied entry, or removed from, an Event without refund or other compensation.

### **Right of Refusal and Removal**

Niantic and the Event venue reserve the right to refuse admission to or remove, without refund or compensation of any kind, any person that (i) does not comply with these Terms, (ii) engages in disorderly conduct or willful misconduct, or (iii) Niantic or the Event venue believes will cause a negative effect on the Event, participants, spectators, and/or personnel.

### **Minors**

Any minor must be accompanied by a parent or legal guardian.

### **Event Content**

All schedules and any live or in-game experiences, activities, goods, services, perks, items, rewards and/or content (collectively "**Content**") advertised in connection with an Event are not guaranteed and are subject to change and/or cancellation at any time prior to or during an Event without notice or compensation of any kind. Admittance to an Event does not guarantee any specific Content while at the Event.

### **Third Party Services and Networks**

Niantic is not responsible for the availability or quality of third party services, including cell phone networks, hotspots, wireless internet and other services. Such third party services may affect your ability to participate in an Event or connect to Niantic's networks and you hereby waive and release Niantic, the Event venue, and their respective employees, affiliates and representatives from all claims, demands, causes of action, damages, losses, expenses or liability which may arise out of, result from, or relate in any way to such third party services.

### **Cancellation and Rescheduling**

Event date, time and/or location are subject to change at any time. If an Event is canceled, suspended or rescheduled and you are not able to attend, you will not be entitled to any compensation other than a refund of the ticket price at its face



## NIANTIC

value with no further liability or compensation from Niantic. Any travel or accommodation costs incurred are entirely your responsibility.

### **Recordings and Use of Likeness**

You consent to and approve of Niantic's recording of your image, likeness, and voice at the Event and its royalty free use in connection with any live or recorded audio, video or photograph of the Event or other commercial use, transmission or publication in any media worldwide, including online, Niantic's websites and social channels, and in Niantic's marketing and promotional materials. You agree Niantic shall forever be the exclusive owner of all copyright and other rights in and to any such recordings, photographs, and other materials. Niantic may publish the results of any competitions, including rankings, the winner(s), directly related gameplay statistics and pictures of participants in promotional and marketing materials and on social media in accordance with the terms herein.

### **Use of Data**

User information and data (collectively "**Data**") includes first name, last name, mailing address, email address, phone number, user name and gameplay statistics (e.g., distance walked, links created) collected pursuant to Niantic's Privacy Policies and ticket registration. By attending an Event, you expressly consent to Niantic using your Data for providing Event features (both in person and online), including contacting you and giving you updates about the Event, mailing you required materials (e.g., a QR wristband), providing emergency or severe weather notifications, and public Event leaderboards and gameplay competitions (e.g., most portals hacked in an hour). Leaderboards will include rankings, user names and statistics directly related to the competitions and may be displayed publicly both on-site at the Event and online. Niantic may disclose this Data to third party service providers solely as necessary to provide the services and always in accordance with Niantic's Privacy Policies.

### **Links to Other Sites**

Our Sites may contain links to websites and services (e.g., social media sharing and ticketing) that are owned or operated by third parties (each, a "**Third Party Provider**"). Any information that you provide on or to a Third Party Provider or that is collected by a Third Party Provider (including Facebook, Twitter, Google, Instagram, and Splash) is provided to the owner or operator of the Third Party Provider and is subject to the owner's or operator's privacy policy. Niantic is not responsible for the content, privacy, or security practices and policies of any Third Party Provider and these links and services may contain or use cookies, web beacons, tracking and other similar tools. To protect your information we recommend that you carefully review the privacy policies of all Third Party Providers that you access via our Site(s).

### **Force Majeure**

Niantic and the Event venue shall not be liable with respect to any damages, injuries, nonperformance or delay in performance by reason of any act of God, weather, fire, flood, civil war or strife, acts of terror or foreign enemy, war, satellite or network failure, legal enactment, governmental order or regulation, industrial action, trade dispute, lock-out, riot or any other cause beyond its respective control.

### **Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NIANTIC NOR THE EVENT VENUE WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER OR DEVICE DAMAGE, OR SYSTEM FAILURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE EVENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NIANTIC OR THE EVENT VENUE HAS BEEN ADVISED OF THE



## NIANTIC

POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT WILL THE TOTAL LIABILITY OF NIANTIC OR THE EVENT VENUE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE EVENT OR FROM THE USE OF OR INABILITY TO USE CONTENT EXCEED ONE THOUSAND DOLLARS (\$1,000). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NIANTIC, THE EVENT VENUE AND YOU.

### **Governing Law and Venue**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Any legal action that is not precluded by the arbitration provisions in these Terms must be filed in the state and federal courts located in the Northern District of California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

### **Agreement to Arbitrate**

You and Niantic agree that any dispute, claim, or controversy arising out of or relating to an Event, these Terms or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes") will be settled by binding arbitration conducted in San Francisco, CA. Without limiting the preceding sentence, you will also have the right to litigate any Dispute if you provide Niantic with written notice of your desire to do so by email or regular mail at [termsofservice@nianticlabs.com](mailto:termsofservice@nianticlabs.com) or 1 Ferry Building, Ste. 200, San Francisco, CA 94111 within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide Niantic with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute. Unless you timely provide Niantic with an Arbitration Opt-out Notice, **you acknowledge and agree that you and Niantic are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and Niantic otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this section. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Niantic submit to the arbitrator, unless a party requests a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section herein as to the types and amounts of damages for which a party may be held liable.

### **General Terms**

Niantic's failure to enforce any part of these Terms will not constitute a waiver of its right to later enforce that or any other part of these Terms. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Niantic. If any provision of these Terms is found to be unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.