

Nextthink Experience Boston Event Terms and Conditions

Introduction

These Nextthink Experience Boston Event Terms and Conditions (the “Event Terms” or “Terms”) govern the participation of all those who are registered (the “Registrant” or “Participant” or “you”), whether you have registered yourself or were registered by someone else, in the upcoming Experience Boston event (the “Event”) hosted by Nextthink, Inc. (“Nextthink”). By checking the box indicating acceptance of these Event Terms and/or by participating in the Event, each Registrant hereby agrees 1) to be bound by and deemed to have accepted these Event Terms, which the Registrant acknowledges to have read and understood, 2) that consent from Registrant’s employer prior to registering for the Event and becoming bound by these Event Terms has been obtained, to the extent so required, and 3) these Terms are enforceable like any written agreement signed by Registrant.

In addition to these Event Terms, further rules may apply pursuant to the terms of agreement between Nextthink and the Event venue owner (“Venue Rules”).

If the Registrant does not agree to any of these Event Terms, the Registrant may not enter, view, or make use of the website for the Event (the “Website”) or register for or otherwise attend the Event.

Payment, Cancellations, Transfers, and Refunds

Full payment of the Event General Admission ticket is required for access or entry to the Event. Registrants who have not submitted full payment prior to their arrival at the Event will be charged the “Last Chance” rate and be required to submit full payment onsite prior to gaining access or entry to the Event.

By accepting a discounted or complimentary ticket, the Registrant represents and warrants that such acceptance does not violate any applicable laws, regulations, codes of conduct, or the ethics policies of their employer or affiliated organization. It is the responsibility of the Registrant to ensure compliance with any relevant guidelines or restrictions, including those governing the acceptance of gifts or benefits.

Registration entitles you to access the Event for which you have registered. Any and all other costs associated with attendance, such as travel and accommodation, shall be borne solely by Registrant, and the Event shall have no liability for such costs.

To cancel or transfer a registration, please email experience@nextthink.com with the request. Refunds will be processed in accordance with the cancellation policy, which can be found on the Event [FAQ page](#).

Admittance Guidelines and Participant Conduct

Each Registrant must show a valid photo ID upon arrival at the Event. All Registrants must be 18 years of age or older at the time of the event.

Nexthink is committed to providing an inclusive and accessible event experience for all Participants. We strive to ensure that all attendees, including those with disabilities, have equal access to the Event. If you require any specific accommodations or have accessibility needs, please email experience@nexthink.com prior to the event. We will make every effort to accommodate your requests.

Nexthink reserves the right to deny admittance to the Event to anyone who has registered under false pretenses (e.g., companies or attendee names that do not exist, individuals who are under-aged, etc.) and to retain any fees previously submitted for such registrations.

Nexthink reserves the right to refuse or revoke Event registration and admission to any individual, at its sole discretion, including any person whose conduct is disorderly, disruptive, harassing, vulgar, obscene, indecent, defamatory, hateful, or otherwise offensive (including conduct consisting of disparaging statements or opinions regarding race, gender, ethnic background, or other protected category); who is interfering with the operation of the Event; who is not complying with instructions of Nexthink event staff; who is not complying with event-specific requirements (including health, safety, and security requirements, as described below); or who is not complying with Venue Rules.

Security, Health, and Safety

All packages, bags, and other containers may be subject to search upon entry to the Event and may be required to be stored during the Event.

Each Registrant will be required to wear an Event name badge at all times (identification will be verified) and shall not swap, share, or loan their badge with/to any other person(s).

Participating in live events is voluntary, and Registrants will be required to meet any government-mandated health and safety requirements (including vaccination requirements), or any health and safety requirements imposed by the host or venue, to attend. Registrants acknowledge and agree that: 1) there may be inherent risks with attending in-person events, and 2) in-person event participation includes possible exposure to and illness from infectious diseases.

Program Changes

Nexthink reserves the right, in its sole discretion, to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

Nexthink shall not be liable for any failure or delay in performing its obligations under these Event Terms if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, labor disputes, government orders, pandemics, epidemics, or any other emergency conditions (“Force Majeure Event”).

In the event that the Event is canceled, postponed, or otherwise affected due to a Force Majeure Event, Nexthink will make reasonable efforts to notify Participants as soon as possible. Nexthink may, at its sole discretion, offer refunds, reschedule the event, or provide alternative arrangements. Participants acknowledge and agree that Nexthink shall not be held liable for any costs, expenses, or damages incurred as a result of such cancellation, postponement, or alteration of the event.

Participants are encouraged to obtain appropriate insurance to cover any losses or expenses incurred due to force majeure events.

Privacy and Data Protection

By providing registration details or participating in the Event, registrants explicitly agree that Nexthink may use and share their personal data for the purpose of providing services in relation to the Event, including but not limited to Event registration, communications regarding this Event and other Nexthink events and products, Event access, invoicing and payment, and post-Event feedback. Data may be shared with third-party service providers engaged to assist with the Event, including but not limited to sponsors, presenters, exhibitors, venue management, and finance partners.

Registrants acknowledge that they have reviewed and agree to the [Nexthink Privacy Policy](#), which describes how Nexthink will process personal information that is submitted to Nexthink or that we otherwise collect through the Event (including photos and video recordings).

Recordings and Use of Photos and Videos

By participating in the Event, Registrants acknowledge and agree that Nexthink, its partners and vendors, and other third parties may record, live stream, and/or take photos and videos in public areas of the Event. A Registrant’s image and the sound of their voice may be recorded. Each Registrant grants Nexthink and/or such third parties the right to later use, edit, publish, broadcast, or post such media in any format or medium for promotional purposes, including, without limitation, publicly via online posting on the Website or another third-party website, without further notice or compensation. To the extent a

Registrant is identified during any such recording, including by name, the Registrant further acknowledges that such information may be included in such recorded materials.

Event Content

All materials and services provided as part of the Event are provided “as is” without warranty of any kind. With respect to any services and products we provide in connection with or related to the Event we and/or our third-party suppliers make no representations and disclaim all warranties, express or implied, including, but not limited to: warranties of title, non-infringement, merchantability and fitness for a particular purpose regarding the suitability of the information; the accuracy, reliability, completeness or timeliness of the content, services, products, or other items connected with the Event.

The Event may include advice, opinions, and statements of various speakers, presenters, information providers, instructors, or content providers (“Presenters”). Nexthink does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information provided by any Presenter. Reliance upon any such opinion, advice, statement, or other information shall be at your own risk.

Intellectual Property

The Event is owned by Nexthink. Unless otherwise indicated, any materials provided to Registrants in connection with the Event including, but not limited to, any images, videos, logos, advertisements, promotional copy, information, data, content, educational materials, trademarks, service marks, and other materials displayed or distributed in connection with the Event (the “Materials”) are the property of Nexthink.

Each Registrant is granted a limited, non-sublicensable license (i.e., a personal and limited right) to utilize the Materials solely for Registrant’s personal use. Nexthink may terminate this license at any time, without notice. Each Registrant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials except as expressly provided by Nexthink in writing. Any use of the Materials except as specifically authorized in these Terms, without the prior written permission of Nexthink, is strictly prohibited.

The names, trademarks, service marks and logos of Nexthink and its affiliates and subsidiaries that appear in connection with or at the Event may not be used in any advertising or publicity, or otherwise, to indicate our sponsorship or endorsement of or affiliation with any product or service, without our prior express written permission.

Limitation of Liability

Notwithstanding anything to the contrary contained in these Event Terms, Nextthink shall have no liability for any loss, damage, cost, claim, or penalty of whatsoever nature, including but not limited to indirect and consequential damages and loss of profits, however arising out of or in connection with these Event Terms, the Website, or the Event, even if Nextthink has been advised of such damage or loss, or such damage or loss was reasonably foreseeable.

In any event, Nextthink's total aggregate liability for all damages and losses that arise under or in connection with the Terms shall not exceed the total amount of fees paid by the Registrant.

Nothing in these Terms will limit or exclude our liability for 1) death or personal injury caused by our negligence, 2) fraud or fraudulent misrepresentation, or 3) any other liability which cannot be limited or excluded by applicable law.

Disputes and Governing Law

In the event of any dispute arising out of or relating to the Event Terms, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in Massachusetts. The arbitrator's decision shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The parties agree that the arbitration shall be conducted by a single arbitrator. The arbitrator shall have the authority to award any relief that would be available in a court of law or equity. Each party shall bear its own costs and expenses of the arbitration, including attorney's fees, except as otherwise provided by law or the arbitrator's award.

This agreement to arbitrate shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

Modifications

Nextthink may revise these Event Terms at any time by posting it at <https://experience.nextthink.com/boston>.

May 13, 2025