

TwitchCon Exhibitor Terms

1. **Management.** Amazon Advertising LLC and its affiliates, including but not limited to Twitch Interactive, Inc., (collectively “Amazon”) shall manage the event (“TwitchCon”) at the venue for the respective TwitchCon event (the “Venue”).
2. **Agreement.** This “Agreement” includes (in order of precedence in the event of conflict): (i) these Exhibitor Terms, (ii) the Application, including any schedules attached thereto, that is accepted and countersigned by Amazon, (iii) the [Events Code of Conduct and Release](#) (“Code of Conduct”), (iv) the Event Entrance Requirements for the applicable TwitchCon as noted on www.twitchcon.com (“Entrance Requirements”), (v) the Exhibitor Welcome Kit for the applicable TwitchCon, to be released by Amazon, and (vi) any other attachment hereto or link referenced in this Agreement.
3. **Code of Conduct.** In addition to these Exhibitor Terms: (i) Sponsor/Exhibitor shall be responsible for ensuring that it and all of its employees, contractors, representatives, and agents who participate in TwitchCon on its behalf (collectively, “Sponsor”) comply with the Code of Conduct and Entrance Requirements.
4. **Venue terms and conditions.** (a) Sponsor shall comply with any and all rules or regulations of the Venue, including, without limitation, working with Venue-exclusive service providers and providing additional insurance to the extent Amazon approves Sponsor-secured subcontractors to provide services at TwitchCon or Sponsor-conducted on-site food preparation or food/beverage sampling at TwitchCon.

(b) In addition, for TwitchCon San Diego, Sponsor shall comply with the following Venue Regulations, which the Venue may update or modify at any time, in its sole discretion: <https://www.visitsandiego.com/exhibitors/regulations>; and for TwitchCon Rotterdam, Sponsor shall comply with the Foreign Nationals Employment Act of the Netherlands.
5. **Payment.** Sponsor shall pay Amazon all amounts due in accordance with the Application. All fees due must be paid in full before Sponsor shall be permitted to utilize any space assigned to it by Amazon hereunder (the “Exhibit Space”) (if applicable) and/or undertake or receive the other benefits specified on the Application. If Sponsor fails to timely make such payments as set forth on the Application, Sponsor may (at Amazon’s sole discretion) forfeit some or all of the benefits under this Agreement and Amazon may immediately terminate this Agreement without notice and neither party will have any further rights or obligations hereunder, except that Sponsor will reimburse Amazon for any costs earned and incurred before said termination. Sponsor will be responsible for all taxes and fees arising from transactions and the documentation of transactions under this Agreement.
6. **Sponsor rights and obligations.**
 - (a) **Exhibitor Welcome Kit.** Sponsor shall comply with the instructions and guidelines outlined in the Exhibitor Welcome Kit for the applicable TwitchCon, to be released by Amazon.
 - (b) **Advertisements/TwitchCon Content.** (i) All Sponsor advertisements, activities, installations, booths, products, services and Sponsor Materials displayed, distributed, or otherwise made available in connection with TwitchCon (“Sponsor Activities”), must comply with the terms of this Agreement, including the Exhibitor Welcome Kit, and Amazon retains sole discretion to approve, control or prohibit such Sponsor Activities. Any approval by Amazon does not constitute an opinion or warranty by Amazon of the adequacy of, or make Amazon responsible for, the Sponsor Activities and will not constitute a waiver of any claim by Amazon for any failure of Sponsor to comply with applicable laws or the Venue’s rules, regulations or requirements, or Sponsor’s indemnity requirements hereunder or Sponsor’s infringement or misappropriation of another party’s intellectual property rights; (ii) Exhibits, presentations, performances or advertisements which have the purpose or primary effect of soliciting prospective employees and/or employee-recruiting activity of any kind are prohibited; (iii) Exhibit Space and other TwitchCon benefits must be used solely for the purpose of promoting Sponsor’s products and/or services and shall not be used

for other business purposes. Sponsor shall not use the Exhibit Space, advertisements, performances or presentations at TwitchCon to promote any other exhibition or conference without Amazon's prior written consent; (iv) Digital advertisements purchased by Sponsor in connection with TwitchCon will be subject to execution of Amazon's form of insertion order and the terms therein; (v) All content streamed by or on behalf of Sponsor from or in connection with TwitchCon via www.twitch.tv must comply with the [Terms of Service](#), the [Community Guidelines](#), and any other Amazon-provided guidelines (collectively, "Amazon Guidelines"); (vi) Sponsor represents and warrants that its marketing, sale, distribution or display of any product, content or Sponsor Material, or its conduct of any Sponsor Activities, or its use of the Exhibit Space will not in any way (A) infringe the trademarks, trade secrets, copyrights, patents or other intellectual property rights of a third party, (B) violate a third party's privacy, confidentiality or publicity rights, (C) be unlawful, false, inaccurate, incomplete, misleading, libelous, defamatory, fraudulent, harassing, threatening, pornographic or obscene or otherwise violate Amazon Guidelines; and/or (D) constitute an unfair competition practice or unfair commercial practice and there will be a reasonably substantiated basis for any advertising claims made; and (vii) Sponsor will add Amazon (as defined herein) and the Venue as a released party to any releases used in connection with Sponsor Activities.

- (c) **Selling Policy/Sponsor Conduct.** (i) Sponsor may sell and promote products and/or services within the Exhibit Space, provided Sponsor has all permits, licenses and other necessary documentation and approval by Amazon to engage in such sales and promotions. Sponsor is responsible for all taxes, fees or other payments in connection with such sales. Amazon retains the right to disallow any sales activities to the extent that the activities violate this Agreement (including, but not limited to, Venue terms and conditions, and the Good Neighbor Policy set out in Section 6(h) below); and (ii) Sponsor shall distribute, sell and promote samples, products, promotional materials, souvenirs, permitted publications and similar items, only from within the Exhibit Space. Amazon retains sole discretion to approve, control or prohibit which samples and other items may be distributed, sold or promoted and where. Any Sponsor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited.
- (d) **Food and Beverage Policy.** Sponsor may obtain food and beverage catering services only through the Venue's authorized vendors. Any sampling is subject to Venue and Amazon approval and requirements, including additional insurance.
- (e) **Dismantling.** Sponsor shall be liable for all storage and handling charges resulting from failure to remove any items from the Venue by the end of the dismantling period as set by Amazon. Sponsor shall bear all costs and liabilities associated with the creation, set up, maintenance, breakdown, delivery, and removal of its exhibits, unless explicitly agreed otherwise in a separate document signed by both Sponsor and Amazon. Sponsor shall not be allowed to dismantle its Exhibit prior to the closing of TwitchCon. This includes any type of packing and disassembly, including, but not limited to, packing brochures and taking down signs.
- (f) **No Sublicense.** Sponsor may not sublicense or sublease all or any part of the Exhibit Space or any of the other benefits hereunder. Any attempted sublicense shall be null and void and shall constitute a breach of the Agreement.
- (g) **Custom Content.** (i) If Sponsor intends to use custom content produced by Amazon for Sponsor in connection with Sponsor's construction or physical presence in the Exhibit Space, it shall provide Amazon no later than 45 days prior to the applicable TwitchCon (or sooner if requested by Amazon) detailed drawings showing all dimensions and orientation of such intended physical presence together with requisite insurance of any subcontractors; and (ii) Sponsor shall comply with any deadlines imposed by Amazon for the provision of Sponsor assets for any custom TwitchCon content. In the event that Sponsor does not comply with these deadlines, Amazon may, at its election, (A) decline to allow such custom content at TwitchCon, or (B) require Sponsor to compensate Amazon for any additional costs/expenses in connection with expedited production.

- (h) **Good Neighbor Policy.** Sponsor shall operate the Exhibit Space and engage in any other benefits it receives or activities it undertakes in connection with TwitchCon reasonably and so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Amazon may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which, as determined by Amazon in its sole discretion, interferes with the rights of others or exposes them to annoyance or danger. Sponsor's unreasonable interference with or inconvenience to TwitchCon, exhibitors or attendees shall be deemed a breach of the Agreement and will entitle Amazon to terminate this Agreement immediately and Sponsor will no longer be able to participate in or attend TwitchCon.
- (i) **Sponsor Representatives; Exhibit Space.** Sponsor representatives shall be restricted to Sponsor's employees, contractors, agents and authorized representatives (collectively, "Sponsor Representatives") who are 18 years of age or older and who agree to be subject to the terms of this Agreement and who have necessary work permits. Amazon may, in its sole discretion, limit the number of Sponsor Representatives in the Exhibit Space. Sponsor Representatives shall at all times wear badge identification furnished by Amazon. During TwitchCon show times, Sponsor Representatives shall at all times be present at their respective Exhibit Space.
- (j) **Damage, injury, death.** Sponsor is liable for and shall not cause (i) any death or injury arising from the Sponsor Activities or (ii) any damage to the Venue, including without limitation to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors', sponsors', or attendees' property.
- (k) **Compliance with laws.** Sponsor shall ensure that it, as well as the Sponsor Materials (defined below) and Sponsor Activities, will comply with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any applicable governmental authority, and will fully comply with all required licenses, permits and approvals.
- (l) **Insurance.** (a) During the term of this Agreement, Sponsor shall at its sole cost and expense maintain \$2,000,000 per occurrence, \$4,000,000 aggregate Commercial General Liability insurance.
- I. Sponsor shall list Amazon and the Venue operator as additional insureds on Sponsor's Commercial General Liability policy and shall, when allowed by the carrier, waive the right of subrogation to recover losses sustained for real and personal property.
 - II. Sponsor also shall, at its sole cost and expense, maintain workers' compensation insurance, including coverage for all costs, benefits, and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Sponsor, and employer's liability where required by law.
 - III. These Insurance terms, along with an additional requirement to maintain \$2,000,000 minimum Automobile Liability insurance covering all owned, hired, and non-owned vehicles, shall apply to any contractor(s) hired by Sponsor to provide services in connection with the Exhibit Space ("Sponsor Contractor").
 - IV. Sponsor Contractors shall list Amazon, the Venue operator, and TwitchCon's general contractor (as set forth in the Exhibitor Welcome Kit) as additional insureds on Sponsor Contractors' Commercial General Liability and Automobile Liability policies.
 - V. Before commencing work in relation to the Event, Sponsor shall furnish Amazon with a copy of the endorsement to its Commercial General Liability insurance policy (and if it has engaged a Sponsor Contractor, a copy of the endorsement to its Sponsor Contractor's Commercial General Liability insurance policy), adding Amazon as an additional insured.
 - VI. Upon Amazon's request, Sponsor shall furnish Amazon with a complete copy of such Commercial General Liability insurance policy or policies.
- (b) All policies of insurance required by these Insurance terms shall be written as primary policies, not contributing with and not in excess of the coverage of any insurance of Amazon.
- (c) Sponsor agrees and acknowledges that any failure to comply in full with this provision may result in Amazon prohibiting Sponsor and, if applicable, any Sponsor Contractors, from accessing TwitchCon.

(m) **Reputation.** Sponsor shall not, at or in connection with TwitchCon, publish or cause to be published or do any act which might reasonably be considered offensive, indecent or unlawful or that brings Sponsor or Amazon into public disrepute, scandal, contempt or ridicule or that otherwise reflects unfavorably on Sponsor or Amazon. Such publication or act shall be deemed a breach of the Agreement and will entitle Amazon to terminate this Agreement immediately and Sponsor will no longer be able to participate in or attend TwitchCon.

7. **Relocation and Floor Plan Revisions.** Amazon retains the exclusive right to revise the TwitchCon floor plan and/or move assigned Exhibit Space and shall use reasonable efforts to ensure that any revision or movement will result in alternative Exhibit Space of equal placement or of the same monetary value as originally assigned.

8. **Intellectual Property; Third Party Rights.**

(a) Solely in connection with (i) executing any deliverables set forth in the Application; and (ii) the promotion, operation, recording, streaming and publicity of TwitchCon, including, without limitation for internal and sales purposes in perpetuity and in order to identify Sponsor as an exhibitor and/or sponsor (as applicable) of TwitchCon, Sponsor hereby grants Amazon and assignees a royalty-free, non-exclusive, nontransferable, perpetual, worldwide license to use and display any trademark, service mark, trade dress, trade name, or logo as well as any images, photographs, illustrations, graphics, clips (audio, video and/or audio-visual), product, video, and other content provided or used by Sponsor hereunder (collectively, "Sponsor Materials") in any and all media formats (whether now known or hereafter existing).

(b) Sponsor represents and warrants that it has the necessary rights and permissions to grant the license granted under Section 8(a) above and that use of the Sponsor Materials does not infringe upon any intellectual property right or right of publicity of any person or entity.

(c) Sponsor shall deliver to Amazon the Sponsor Materials in formats specified by Amazon (e.g., .txt, .gif). All use by Amazon of the Sponsor Materials shall inure to the Sponsor's benefit. Sponsor Materials shall remain the property of Sponsor. All right, title and interest in and to the Sponsor Materials shall remain with Sponsor. For avoidance of doubt, nothing in this Section shall be construed to limit any rights with respect to Sponsor Materials that Amazon would have as a member of the general public or under law.

(d) Any use of the Exhibit Space or any other part of the Venue by Sponsor in any manner which infringes upon public performance, trademark, trade dress, copyright, patent, any other intellectual property rights, third party rights or any law(s) or regulations is prohibited. Sponsor is solely responsible for securing all necessary permits and licenses related to the use of any work protected by public performance, trademark, trade dress, patent, copyright law, any other intellectual property rights and any other law(s) or regulations.

(e) Sponsor must comply with all applicable laws in connection with any and all statements, images, videos, marketing materials, streaming and any other Sponsor-provided content related to TwitchCon including the Sponsor Materials.

(f) Sponsor is permitted to photograph, videotape, and otherwise record its Exhibit Space at TwitchCon and to exploit worldwide any such photographs, videotapes, and other recordings for any purpose, whether on a live, delayed or other basis, including any means of signal distribution, exhibition, or recording, now known or hereafter created. The foregoing permission to Sponsor does NOT extend to the right (i) to photograph, videotape, or otherwise record the exhibit space and/or booth space of other sponsors or exhibitors, (ii) to use any images or likenesses of any persons present at TwitchCon, or (iii) to photograph, videotape, or otherwise record any area of TwitchCon where Amazon indicates that such photography, videotaping, and/or recording is not allowed. Sponsor agrees that it shall not photograph, videotape, or otherwise record prior to the opening hour of TwitchCon. Sponsor acknowledges and

agrees that TwitchCon will be subject to filming, photography and other recording and that Sponsor's participation will be subject to the [Code of Conduct](#), including the Filming Release therein.

(g) Amazon grants to Sponsor a worldwide, royalty-free, nontransferable, and nonexclusive license during the Term to use, reproduce, display, perform, and distribute the Amazon Materials (defined below) provided that Sponsor (i) complies with the Brand Guidelines as set forth in the Exhibitor Welcome Kit; (ii) does not modify the Amazon Materials; (iii) accurately represents its limited relationship to Amazon as a sponsor/exhibitor of TwitchCon; and (iv) does not use the Amazon Materials or any Amazon logos, trademarks, service marks, or trade dress displayed in the Amazon Materials in a manner that is disparaging to Amazon or its products or services, or in a manner that suggests Amazon endorses, approves, or is otherwise affiliated with Sponsor. Sponsor will not acquire any interest in Amazon's trademarks, service marks, trade secrets, logos, commercial symbols, copyrights, patents, and any other intellectual property rights under this Agreement. "Amazon Materials" is defined as any materials provided to Sponsor or otherwise authorized by Amazon in writing that are related to Sponsor's participation in TwitchCon.

9. **Term.** This Agreement is effective as of the date the Application is countersigned by Amazon, and, unless earlier terminated pursuant to this Agreement, will continue until the conclusion of the last TwitchCon on the Application.

10. **Termination; Effect of Termination.** (a) Amazon may terminate this Agreement (i) for convenience at any time for any reason by providing Sponsor with notice; or (ii) for cause pursuant to Sections 5, 6(h), and 6(m) above or if Sponsor is otherwise in breach of this Agreement, unless the breach occurs before the applicable TwitchCon has commenced and Sponsor has cured such breach by the time the applicable TwitchCon starts.

(b) Sponsor may terminate this Agreement or cancel or withdraw from the applicable TwitchCon without penalty at any time up until six (6) months prior to the start of that TwitchCon.

(c) If Sponsor downsizes or otherwise reduces any other benefits specified on the Application, terminates, cancels or withdraws after such time specified in Section 10(b), or if Amazon terminates for cause pursuant to Section 10(a)(ii) above, one hundred percent (100%) of the amount set forth on the Application is due and payable by Sponsor within fifteen (15) days of any such termination, cancellation or withdrawal (or, if already paid, Amazon shall be able to retain such amount), such amount being agreed as liquidated damages due to the difficulty and inconvenience of measuring Amazon's actual damages.

(d) If Amazon terminates for convenience pursuant to Section 10(a)(i) above, Amazon shall refund Sponsor any amounts already paid to Amazon by Sponsor in accordance with the Application.

(e) In the event of termination by Amazon or either full or partial termination, cancellation or withdrawal by Sponsor, Amazon reserves the right to resell or otherwise reassign any terminated or canceled Exhibit Space and/or any other terminated or cancelled/withdrawn benefits allocated to Sponsor.

(f) The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement. Upon expiry, termination or cancellation of this Agreement for any reason, all of Sponsor's rights under the Agreement immediately terminate and Sponsor will no longer be able to participate in or attend TwitchCon. Sections 5, 6(j), 6(k), 6(l), 6(m), 8, 10, 11, 13, 15, 16, 17, 20 and 21 shall survive termination and continue in accordance with their terms.

11. **Indemnity.** Sponsor shall defend, hold harmless, and indemnify Amazon, its affiliates, the Venue, and their respective directors, officers, representatives, employees, and agents, from and against all claims for damages or expenses and other obligations or remedies, including reasonable attorney's fees, incurred due to, arising out of or in connection with Sponsor's participation in TwitchCon, the Sponsor Activities, the Sponsor Materials, use of the Exhibit Space, sale or distribution of any product or other item at TwitchCon, any breach of this Agreement as well as in

connection with any claims relating to Sponsor's processing of Personal Data of the attendees, or any act or omission by Sponsor or its affiliates, representatives, employees, or agents (including without limitation Sponsor Representatives) in connection with TwitchCon. Amazon will notify Sponsor without undue delay, if third parties raise claims covered by this indemnification and provide Sponsor with the opportunity to defend against the claim, to the extent possible and reasonable. Sponsor shall provide Amazon with any available information regarding the respective matter. The foregoing is in addition to any other rights or remedies available to Amazon. Sponsor's obligation to defend shall be at Amazon's election.

12. **Authority.** (a) Each party represents and warrants to the other party that (i) they have the power and authority to execute and deliver this Agreement and to carry out the terms and obligations set forth herein; (ii) the persons executing this Agreement have the authority to act for and bind each respective party; and (iii) the Agreement has been duly executed and delivered and constitutes its legally binding obligation.
13. **Force Majeure.** Amazon shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; pandemic (including COVID-19 and its variants); World Health Organization travel advisory or travel alert; earthquake; explosion or accident; or acts of God not reasonably within the control of Amazon. In the event of a Force Majeure, TwitchCon may be postponed and/or re-located by Amazon and Sponsor will be afforded sponsorship rights that are at least the same as those initially contemplated.
14. **Notices.** Any notice required to be given under this Agreement will be in writing and delivered by email transmission, or by certified mail. Notices to Amazon will be delivered to contracts-legal@amazon.com or to P.O. Box 81226 Seattle, WA 98108-1226, Attn: General Counsel. Notices to Sponsor will be delivered to the postal address or email address set forth on the Application. Notices will be deemed effective (a) on the date of delivery, if delivered personally; (b) on the date of email transmission, if sent by email and a response email or other confirmation by the recipient of the receipt of such email is provided; or (c) two (2) business days after posting, if sent by certified mail.
15. **Confidentiality.** The parties will protect and keep confidential (i) the existence of this Agreement and its terms, and (ii) any information solely obtained from the other party in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary ("Confidential Information"). The parties will use such Confidential Information only for the purposes of fulfilling their obligations under this Agreement and upon termination or expiry will destroy such Confidential Information at the request of the other.
16. **Sponsor Data.** (a) All Sponsor information provided to Amazon in connection with TwitchCon will be used by Amazon for purposes of fulfilling the orders and for sending Sponsor communications related to TwitchCon. For more information on how Amazon processes Sponsor's Personal Data (as defined below), please refer to [Amazon's Privacy Notice](#).

(b) **Attendee Data.** Without prejudice to the other terms of this Agreement, Sponsor must comply with all applicable data protection laws in connection with any Personal Data that it processes in relation to TwitchCon, including, without limitation, the Personal Data of TwitchCon attendees. In the event that Amazon transfers Personal Data to Sponsor, Sponsor acknowledges and agrees that Amazon and Sponsor are independent Controllers of data. As such, Sponsor is required (i) to ensure it has a legal basis for its processing activities, including complying with notice and consent requirements, and (ii) to handle requests from individuals, including complaints, in relation to Sponsor's processing of Personal Data. "Controller", "Personal Data", and "Processing" shall have the same meaning as in the EU General Data Protection Regulation (2016/679).
17. **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party

upon or with respect to the transactions and payments under this agreement. All fees payable by Sponsor are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes (“Indirect Taxes”). Sponsor will provide such information to Amazon as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from Sponsor. Amazon shall not collect, and Sponsor shall not pay, any such Indirect Tax or duty for which Sponsor furnishes Amazon a properly completed exemption certificate or a direct payment permit certificate or for which Amazon may claim an available exemption from Indirect Tax. All payments made by Sponsor to Amazon under this agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Sponsor will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Agreement. Amazon will provide Sponsor with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

18. **COVID-19 GUIDELINES AND RELEASE.** Sponsor agrees that Amazon, the Venue and/or the government may require certain health measures to be complied with to attend TwitchCon and Sponsor will frequently visit twitchcon.com for the then-current requirements. Said health measures may include, without limitation, requiring vaccination and proof thereof, participating in any viral test or antibody test, answering health related questions, allowing for contact tracing, allowing temperatures to be taken, wearing a mask, physical distancing, venue capacity guidelines, frequent handwashing thoroughly with soap, completing questionnaires, and quarantining for any period of time. Sponsor agrees to visit TwitchCon.com periodically as same will be updated with the then-current health and safety requirements to attend TwitchCon. DUE TO THE CURRENT COVID-19 GLOBAL PANDEMIC, SPONSOR ACKNOWLEDGES THAT AN INHERENT RISK OF EXPOSURE TO COVID-19 AND ITS VARIANTS EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE OR HAVE BEEN PRESENT. COVID-19 IS A CONTAGIOUS DISEASE. SPONSOR AND SPONSOR REPRESENTATIVES VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19 AND HEREBY RELEASE AMAZON, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS ASSOCIATED THEREWITH.
19. **Modifications to these Terms.** Amazon may modify these Exhibitor Terms at any time by posting a revised version on <https://www.twitchcon.com/sponsors/terms-and-conditions/> or by otherwise notifying you in accordance with Section 14. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to participate in TwitchCon after the effective date of any modifications to these Exhibitor Terms, you agree to be bound by the modified terms. It is your responsibility to check <https://www.twitchcon.com/sponsors/terms-and-conditions/> regularly for modifications to these Exhibitor Terms. We last modified these terms on the effective date of this Agreement.
20. **Miscellaneous.** The parties to this Agreement are independent contractors, and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No party shall have the power to bind any other party or incur obligations on any other party’s behalf without the other party’s prior written consent, which shall not be unreasonably withheld. Neither party may assign this Agreement without the prior written consent of the other party, except that Amazon may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Amazon’s assets or any similar transaction. AMAZON’S LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY EXHIBITOR PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL AMAZON BE LIABLE TO SPONSOR FOR ANY LOST PROFITS, REVENUE, CUSTOMERS, OPPORTUNITIES OR GOODWILL OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY OTHER MATTER FOR WHICH IT WOULD BE UNLAWFUL OR UNENFORCEABLE TO EXCLUDE LIABILITY. This Agreement contains the entire agreement between Amazon and Sponsor regarding the subject matter of the Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications

between Sponsor and Amazon, whether written or verbal, regarding the subject matter of the Agreement. No waiver of any breach of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other breaches hereof. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

21. **Governing Law/Venue.** This Agreement is governed by New York law, excluding its conflicts of law rules. Sponsor irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in New York County, New York, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts. With respect to any proceeding or action arising out of or in any way relating to this Agreement (whether in contract, tort, equity or otherwise), Sponsor knowingly, intentionally and irrevocably waives its right to trial by jury.