

# BIZZABO

## REFERRAL PROGRAM

### TERMS AND CONDITIONS

Bizzabo Inc. (“**Bizzabo**” or “**We**”) offers you (“**Referrer**” or “**You**”) the opportunity to take part in our referral program (the “**Program**”) and earn awards by referring prospective customers to Bizzabo for the purchase of Bizzabo products and services.

These Terms and Conditions (these “**Terms**”) apply to Your participation in the Program and may be amended by Bizzabo from time to time. By participating in the Program You agree to these Terms in their entirety and confirm that Your participation in the Program does not violate or breach any law, regulation, policy or contractual obligation that apply to You. If you do not agree to any and all terms herein, or are otherwise precluded from participating in the Program, do not take part in the Program.

#### 1. Eligibility.

In order to participate in the Program and qualify for an award You must be the employee of a current Bizzabo customer.

Bizzabo will only accept referrals through its designated Referral page (the “**Page**”), of prospective customers who are not currently customers of, or in negotiations with, Bizzabo, and who have attended a scheduled demo with a Bizzabo representative within 30 days after being contacted by Bizzabo per Your referral (a “**Demo Referral**”). Bizzabo reserves the right not to schedule a demo with a prospective customer referred by You.

When a Demo Referral is set with a prospective customer who was referred by more than one Program participant, only the Referrer who was first to submit the referral for such prospective customer would be eligible for a reward under the Program.

Notwithstanding anything herein to the contrary, Bizzabo reserves the right to disqualify any referral, if we find, at our discretion, that the referral is detrimental to Bizzabo.

#### 2. Program Rewards.

For each Demo Referral Bizzabo shall award You with a \$200 gift card or, at Your choice, will donate \$200 to a non-profit organization of Your choice, from the list that will be provided by Bizzabo upon request.

Bizzabo will deliver Your award, or notify you about the donation being made, to the email address provided by You via the Page.

You acknowledge and agree that You shall be solely responsible for and, shall bear all costs (if any), associated with Your sourcing, solicitation or development of any Demo Referrals, as well as for payment of all taxes to which the award may be subject. You hereby agree to indemnify and hold Bizzabo harmless against any taxes, including penalties, duties and interest levied by any government on the said award.

### 3. Privacy.

Participation in the Program may require You to provide personal information about yourself and/or a referred party. Such personal information will be collected, processed and used in accordance with Bizzabo's [Privacy Policy](#). By Participating in the Program you hereby accept the terms of our Privacy Policy as may be amended from time to time.

By providing Bizzabo with any personal information of a third party You are confirming that You have obtained all required permission to provide Us with such personal information. You hereby agree to indemnify and hold Bizzabo harmless against any claim of a referred party with respect to violation of their privacy rights.

### 4. Limitations of Liability

BIZZABO'S SOLE LIABILITY TO YOU SHALL BE PAYMENT OF THE REFERRAL AWARDS TO THE EXTENT EARNED AS SET FORTH HEREIN AND NOT OTHERWISE DISQUALIFIED. IN NO EVENT SHALL BIZZABO OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR LOST COMMISSIONS ON LOST SALES (WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF SUCH LOSS OR DAMAGE), ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CONDUCT OF BUSINESS CONTEMPLATED HEREIN, BY REASON OF ANY ACT OR OMISSION IN BIZZABO'S PERFORMANCE UNDER THIS AGREEMENT.

### 5. Governing Law.

This Program is governed and construed in accordance with the laws of New York, NY, USA, without regard to its conflict of laws rules. Any dispute arising under this Program shall be resolved via binding arbitration under the rules of the American Arbitration Association in New York, NY, USA.

### 6. Miscellaneous

Bizzabo offers this Program on an AS IS, WHERE IS basis with nor guarantees or warranties, expressed or implied. This Program is void where such referral programs are prohibited.

Bizzabo may, at its sole discretion, revise, amend, change, modify or eliminate this Program and each and any of the terms herein, at any time and in its sole discretion.

Your participation in the Program constitutes an acceptance of these Terms and any future modifications that may be made to these Terms.