

## **PARTICIPATION TERMS AND CONDITIONS**

MAPS, the Multidisciplinary Association for Psychedelic Studies (“MAPS”) is proud to produce Psychedelic Science 2023 (referred to herein as “PS2023” or the “Event”).

These PS2023 Participation and Credentials Terms and Conditions (the “Terms”) apply to (i) you and any individual or entity you are engaging in a transaction on behalf of to participate in any the Event and all Event related activities (“you” “your” or “Participant”), (ii) such Participant’s application for involvement in the Event (“Application(s)”) and (iii) Participant’s registration, attendance, participation, and/or enrollment, including, without limitation, purchase and/or possession of any PS2023 Event entry or access credentials or permissions whether physical or digital, badges, tickets, passes, (Tickets, passes, permissions and badges are collectively referred to herein as “Credentials”).

By clicking “I Agree to the Above Terms & Conditions” below or by obtaining Credentials you acknowledge and agree to these Terms.

## **NOTICE REGARDING LIABILITY, ARBITRATION, AND CLASS ACTION**

**WAIVER** These terms contain important information regarding limitations of our liability, your indemnification obligations, the law governing, and mandatory dispute resolution procedures related to, your application and/or participation in the Event(s). These terms also include a class action waiver and require binding arbitration on an individual basis to resolve disputes, rather than lawsuits in court and jury trials.

## **1. Official PS2023 Credentials and Applications.**

- a. Credentials. MAPS, its agents and representatives are the sole creators, sellers and distributors of PS2023 Credentials. Any Credentials not created by and legally acquired from MAPS or its authorized agents or representatives will be considered fraudulent and invalid, and subject to revocation. MAPS reserves the right to pursue any and all legal action or remedy available against any person or entity involved in the actual or attempted creation, dissemination or use of an unauthorized Credential.
- b. Applications. Any application forms, submission requests, proposals or other offers not located on official PS2023 channels are not official PS2023 applications and will not be considered or fulfilled.

## **2. Refund & Revocation Policy.**

- a. All Credentials are the sole property of MAPS. As always, if Participant violates these Terms (and/or any terms cross-referenced herein), MAPS has the right, in its sole discretion and at any time determined by MAPS, to cancel, revoke, or refuse all transactions with any individual or entity, including, without limitation, the following: Credentials, purchases, and/or hotel reservations made through MAPS. MAPS will not be responsible for any penalty, fee, loss, or expense incurred by Participant that might result from such action, regardless of whether such penalty, fee, loss or expense was foreseeable or MAPS was advised of the same.
- b. MAPS does not issue refunds less than two months before the start of the Event including, without limitation, for Application fees or Credentials transactions. Any and all payments made to MAPS are not refundable for any reason, including, without limitation, failure or inability to use Credentials due to illness, acts of God, public health crisis, disease, virus, pandemics, epidemics, government restrictions, earthquakes, hurricanes,

floods, other natural disasters, wars, riots, insurrections, civil unrest, acts or threats of terrorism, cyber-attacks, government actions, travel-related problems, loss of employment and/or duplicate purchases. MAPS will not issue refunds, deferrals or credits for Credentials that have been revoked. If you are unable to attend the Event or wish to cancel for any reason please contact us at [info@psychedelicsscience.org](mailto:info@psychedelicsscience.org). Provided that you notify us at least two months prior to the Event start date, a credit voucher will be issued to you for the full amount paid, redeemable against a future MAPS Event. You may also request a full refund of fees paid minus a 10% processing fee.

c. If an Event is cancelled in its entirety for any reason, you may defer your Credentials to another MAPS Event of the same type for which your Credentials were purchased. If an Event is cancelled in its entirety for any reason, you agree that aside from obtaining a deferral credit for your Credentials, you will have no remedy against MAPS, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable or MAPS was advised of the same.

d. If an Event in its entirety is postponed for any reason, your Credentials will be valid for the rescheduled dates in the same calendar year for such Event. If an Event in its entirety is postponed for any reason, you agree that aside from your Credentials being valid for the rescheduled dates, you will have no remedy against MAPS, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any

kind, regardless of whether such loss or damage was foreseeable or MAPS was advised of the same.

e. Unused Credentials have no monetary value and cannot be credited to future years or events unless the Event in its entirety is cancelled and you defer your Credentials to the next Event.

f. MAPS will not issue refunds or credits due to failure to redeem a discount coupon during the registration or application process.

g. Discounted Credentials prices are based on the date payment is received in the MAPS office or bank account.

h. Lost or stolen Credentials will not be replaced. If Credentials are lost or stolen, new Credentials will need to be purchased at the full price in effect at that time for a Participant's continued access to the Events, including, without limitation, showcases, parties and conference content.

i. Use of Credentials by anyone other than the authorized individual will result in revocation of the Credentials without a refund.

**3. Credentials Transfer Policy.** PS2023 Credentials are issued to, can be picked up by, and used by only the Participant named in the registration.

a. Credentials may not be transferred and name changes will not be made after Credentials have been issued.

b. Notwithstanding the provisions above, Event Credentials are non-transferrable.

**4. Credentials Required for Entry.**

a. **Physical Events.** For security reasons, and to allow entry into PS2023 Physical Event(s), Participant must wear, possess and present their Credentials at Physical Events as follows: (i) badges must be on the PS2023-issued lanyard around Participant's neck while participating in

Physical Events. No other laminates may be worn on the PS2023 lanyard for the badge to be valid. If Credentials are not worn or presented correctly by a Participant, MAPS reserves the right to deny that Participant's entry into PS2023 Physical Events.

b. **Online Events.** Sharing Credentials for access to Online Events is strictly prohibited.

5. **Entry and Restrictions.** PS2023 Credentials allow the Participant entry or other access to specific defined Events, but do not guarantee admission or other access to all elements of an Event. Event admission and participation are subject to certain limitations, including, without limitation, venue capacity, geoblocking, technical limitations and age restrictions in compliance with state and local laws. Outside venues may each have their own restrictions limiting entry unless Credential holder complies with certain Venue policies (e.g., masking or negative testing), or restricting entry with certain foods, beverages, or other items such as chairs or bags that are non-transparent or do not fit specified dimensions.

6. **Credentials Cannot be Prizes.** PS2023 Credentials may not be used as a prize or incentive in any form of promotion, contest, game, or sweepstakes without advance written approval from MAPS.

7. **No Tampering with Credentials.** Tampering with any Credentials is not permitted. If tampering is evident, the applicable Credentials will be invalidated and confiscated, and Participant will not be allowed entry to any/all PS2023 venues and/or Events where the Credentials are required. No refunds will be issued in such case.

8. **System Requirements; Content Use; Anti-Piracy.**

a. Participant understands and agrees that access to Online Events and

use of any related services provided by MAPS or its vendors is dependent on Participant's internet connection, hardware and certain software (including third party software) that may be required or may need updating. MAPS is not responsible for any streaming lags, interruptions, outages, or Participant's inability to access Online Event content as a result of Participant's internet connection or any other technical, hardware, equipment, system, server or technology related issues. Participant is responsible for their own data security while accessing the Online Events. Participant acknowledges that a high speed internet connection is necessary in order to access the Online Events through a mobile network, and that Participant's network or roaming network may apply fees for data usage. Participant acknowledges and agrees that the system requirements set forth in this Paragraph 9 are your sole responsibility.

b. Participant's ability to view Event content may vary based on the rights availability of such content, the Credentials purchased, and/or Participant's geographic location

c. Participant is strictly prohibited from copying, republishing, downloading, transmitting, modifying, renting, leasing, loaning, selling, assigning, distributing, recording, licensing, sublicensing, reverse engineering, or creating any derivative works based on any content delivered by MAPS as part of the Events, or otherwise using any Event content in a manner that does not comply with these Terms, the PS2023 Terms of Use, or other content usage guidelines provided by MAPS in writing, unless Participant has obtained express permission from MAPS and the applicable rightsholder(s). Any Participant found in violation of this will be subject to any and all legal remedies available to MAPS and/or the applicable rightsholder(s) of the content at issue.

d. Participant agrees to not use any device, software, internet site, web-based service, or other means to remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Event content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Event content, including, without limitation, any applicable geo-filtering mechanisms. For clarity, Participant may not use any technology or technique that obscures or disguises Participant's location when accessing the Online Events or related services.

e. Participant agrees to the Photo and Video Policy, which is incorporated herein by this reference and applicable to the Event in which Participant is participating or for which Participant is purchasing Credentials to attend.

**9. Image Release.** Photographs and/or audio/video recordings taken at the Events by MAPS, or others on behalf of MAPS, may include Participant's image, name, voice and/or likeness. By attending and/or participating in the Events, Participant hereby grants MAPS permission to perpetually use, and to sublicense to third-parties, Participant's photograph, image, likeness, voice and statements (whether in writing or orally) for any purpose, including, without limitation, commercial purposes, without compensation or credit to the Participant, in any and all media, worldwide, now known or hereafter devised.

**10. PS2023 Lost and Found.** MAPS is not responsible for lost or damaged items. As a courtesy only, and without assuming any legal duty or liability, a Lost and Found will be located at Registration during the Physical Events, which is where Participants may drop off found items. Participants can also email a description of the item and the location it was lost/found to

info@psychedelicscience.org. After ninety (90) days following the Event, unclaimed lost and found items may be disposed of at MAPS's discretion.

11. **Code of Conduct.** Participant hereby agrees to the Code of Conduct applicable to the Event Credentials Participant is purchasing or using, which is incorporated herein by this reference. The PS2023 Code of Conduct applicable to the Physical Events and Online Events is available here: <https://psychedelicscience.org/register/#faq>.
12. If MAPS determines that a Participant violated the PS2023 Code of Conduct, MAPS reserves the right, in its sole discretion, to revoke that Participant's Credentials without refund, deferral or credit to Participant.
13. **Weapons-Free Policy.** PS2023 is a private event and maintains a Weapons-Free Policy for all Events and Participant agrees to its terms. Without limiting the Weapons-Free Policy, Participant is prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and is not permitted to bring weapons onto the premises of any Events. Participant's bags may be checked prior to entering a physical, in-person venue (whether part of the Physical Events or production for the Online Events) by employees, contractors and/or representatives of: (a) MAPS; (b) the venue for Events; and/or (c) PS2023 clients or sponsors. MAPS reserves the right, in its sole discretion, without refund, deferral or credit to Participant, to deactivate and/or revoke the Credentials of a Participant if such Participant violates this Weapons-Free Policy. Participant agrees that this policy is in force, and agrees to comply with the policy, regardless of the terms of any signs posted on the premises or venue of any Event.



14. **Safety.** Participant agrees to comply with the safety, hygiene and CDC identified pandemic level communicable illnesses (including COVID-19) guidelines established by relevant health authorities, including, without limitation, local public health, State public health, the Centers for Disease Control, and any guidelines set forth in the Attendee Safety Resources, which is found at <https://psychedelicscience.org/register/#faq>.
15. **Additional PS2023 Policies.** Participant has read, understands, and agrees to the following policies: Terms of Use, Privacy Policy and RFID Policy applicable to the Event in which Participant is participating or for which Participant is purchasing Credentials to attend, which policies apply to both the Physical and Online Events and are incorporated herein by this reference.
16. **Personal Information.** The PS2023 website uses cookies as a collection tool along with personal data that you share with PS2023 to tailor marketing to your interests, deliver the goods/services you purchase from PS2023, and to enhance and customize your experience on the PS2023 website and at the Events. The PS2023 Privacy Policy is available here: <https://psychedelicscience.org/register/#faq> which include more information about how MAPS collects and uses personal data, and how to update your preferences.
17. **VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK.**  
PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPATING IN THE EVENTS IS VOLUNTARY AND MAY INVOLVE CERTAIN RISKS OF PHYSICAL INJURY, DAMAGE TO PROPERTY, WHETHER PHYSICAL PROPERTY OR INTELLECTUAL PROPERTY, AND OTHER DAMAGES OR LOSSES THAT MAY BE SUSTAINED BY PARTICIPANT, AND

PARTICIPANT ASSUMES ALL RISK OF DAMAGE, PROPERTY LOSS, AND/OR PERSONAL INJURY WHICH MAY OCCUR AS A RESULT OF PARTICIPATING IN THE EVENTS, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO CDC IDENTIFIED PANDEMIC LEVEL COMMUNICABLE ILLNESSES (INCLUDING COVID-19). PARTICIPANT HEREBY RELEASES MAPS MAPS' EVENT PRODUCTION CONTRACTOR, MOMENTUM EVENTS LLC, PS2023 EXHIBITOR/SPONSORS AND PS2023 OFFICIAL VENUES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUPPLIERS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY LIABILITY ASSOCIATED WITH PARTICIPATING IN THE EVENTS, INCLUDING LIABILITY FOR THE NEGLIGENCE OF ANY RELEASED PARTIES. THE PARTIES INTEND FOR THE SCOPE OF THIS RELEASE TO BE AS BROAD AS LEGALLY PERMITTED EXCEPT THAT THIS RELEASE DOES NOT EXTEND TO THOSE RIGHTS THAT CANNOT BE WAIVED AS A MATTER OF LAW.

18. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL RELEASED PARTIES BE LIABLE TO ANY PARTICIPANT, OR ANY OTHER PERSON OR ENTITY FOR ANY PERSONAL INJURY OR DAMAGES TO PROPERTY, DATA LOSS, DAMAGES FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENTS, EVEN IF RELEASED PARTY OR PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**19. NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENTS, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENTS, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. MAPS EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, RELIABILITY, INTEGRATION, SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. MAPS EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN AND HAS MADE NO REPRESENTATIONS OR WARRANTIES TO PARTICIPANT ABOUT THE SUITABILITY, CONDITION OR SAFETY OF THE PS2023 EVENTS, ANY PLATFORM OR DIGITAL TRANSMISSION OF THE EVENTS, YOUR ABILITY TO ACCESS OR USE EVENT CONTENT OR SERVICES, ANY EQUIPMENT PROVIDED BY MAPS OR ITS CONTRACTORS, PS2023 EVENT SERVICES OR PRODUCTS SUPPLIED AS PART OF THE EVENTS OR THAT THE EVENTS, INCLUDING ANY STREAMING, WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

**20. Arbitration.**

a. MAPS is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you or we may pursue claims as explained in this section.

b. To give MAPS an opportunity to resolve informally any disputes between you and MAPS arising out of or relating in any way to these Terms, our

Privacy Policy, any services and/or products provided (“Claim(s)”), you agree to communicate your Claim to MAPS by info@psychedelicsscience.org. (“Customer Support”). You agree not to bring any suit or to initiate arbitration proceedings until 60 days after the date on which you communicated your Claim to Customer Support have elapsed. If the parties are not able to resolve your Claim within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

c. You and MAPS agree that **any and all Claims will be resolved by binding arbitration, rather than in court**, except that you and we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, or any companies offering products and/or services through us (which are beneficiaries of this arbitration agreement).

d. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys’ fees and costs). The arbitrator must follow and enforce these Terms.**

e. Arbitrations will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA Consumer Rules. Arbitrations shall occur in Denver, Colorado before a single arbitrator. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, except as provided in this section. If you commence an arbitration in accordance with the Terms of Use, you will be required to pay AAA’s filing fee. You will not be responsible for paying any other fees for the arbitration, other than the filing fee; all other fees or expenses charged by AAA will be

paid by MAPS (unless the arbitrator finds that either the substance of your Claim or the relief sought is frivolous or brought for an improper purpose). Further, if AAA determines that you are unable to pay any part of the filing fee, then MAPS will pay that part too.

**f. Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action.** The arbitrator will have authority to decide issues as to the scope of this arbitration agreement and the arbitrability of Claims. If for any reason a Claim proceeds in court rather than in arbitration, **you and MAPS each waive any right to a jury trial.**

21. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claim(s) to "MAPS: General Counsel," at **3141 Stevens Creek Blvd #40563, San Jose, CA 95117**. If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
22. **Indemnification.** Participant agrees to indemnify, defend, and hold MAPS and its affiliates, and each of their respective officers, directors, managers, employees, volunteers, contractors, suppliers, and representatives harmless from and against any and all claims, demands and all other liabilities, including, without limitation, costs and attorneys' fees, made by any third party arising out of or in connection with Participant's participation in the Events, use of the Credentials, or any violation of the Terms by Participant.
23. **Choice of Law and Exclusive Venue and Jurisdiction.** These Terms are governed by the laws of the State of Colorado without regard to its principles of conflicts of laws, except that the Arbitration provision of these

Terms shall be governed by the Federal Arbitration Act. In the event that the Agreement to Arbitrate above is found not to apply to you or to a particular Claim, you agree that any Claim that has arisen or may arise between you and MAPS must be resolved exclusively by a state or federal court located in Denver, Colorado, in a case brought in your individual capacity and not in any representative capacity or as a class action. Both you and MAPS agree to submit to the personal jurisdiction to a court of competent jurisdiction located in Denver, Colorado for the purpose of litigating all such Claims or disputes.

24. **Updates to Terms.** MAPS reserves the right to make changes to the Terms as posted, so be sure to check back and review the Terms from time to time prior to purchase. Any dispute between you and MAPS will be governed by the Terms agreed to at the time of your purchase or, if you have made no purchase, at the time of your participation or application.

25. **General Provisions.** Nothing in these Terms establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect. MAPS may assign this agreement to a third-party at its discretion.

**Participant acknowledges and agrees that Participant has read and understands the Terms and intends to be legally bound by its terms.**

**By clicking the button below, or by using any other electronic mechanism presented to signify acceptance of these Terms, Participants agrees to and accepts these Terms and Conditions.**