

TOUCHSTONE GLAM JAM Terms and Conditions of Attendance and Participation

These are the terms (the "Agreement") governing your attendance at and participation in Touchstone Crystal's Glam Jam event (the "Event"). By registering for the Event, you agree to these terms, which form a binding legal contract between Touchstone Crystal, Inc. ("Touchstone Crystal") and the registered attendee or participant ("you"). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and that they have accepted these terms.

1 Attendee Requirements

1.1 Admittance. Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including, without limitation, travel and accommodation expenses) will be borne solely by you, and Touchstone Crystal shall have no liability for any such costs.

1.2 Use of Likeness. By attending the Event, you acknowledge and agree to grant Touchstone Crystal the right to record, film, photograph, or capture your likeness, at the Event, in any media now available or hereafter developed and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Touchstone Crystal includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information and the right to allow others to use or disseminate the media.

1.3 Event Content. You acknowledge and agree that Touchstone Crystal, in its sole discretion, reserves the right 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.

1.4 Age Requirements. No one under the age of 18, including children in strollers accompanying their parents, will be admitted.

1.5 Identification. If requested by Touchstone Crystal, attendees must provide one form of identification (government-issued photo ID) upon arrival at the Event in order to receive their attendee badge.

1.6 Attendee Badge Usage. Attendee badges must be worn at all times in Event areas.

2 Fees, Cancellation and Substitution Policy

2.1 Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, then Touchstone Crystal may refuse to admit you to the Event and shall have no liability in that regard.

2.2 Taxes. The fees may be subject sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

2.3 Cancellation. Registration is non-cancellable and non-refundable. Attendees may transfer a paid registration at any time before June 30, 2019, by contacting Touchstone Crystal directly at 1-800-203-2488.

3 Intellectual Property

3.1 Touchstone Crystal IP. All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by Touchstone Crystal or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation "Touchstone Crystal" and "Swarovski") or other trade names

appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written permission of Touchstone Crystal, Inc.

3.2 No Right. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Touchstone Crystal, Inc. or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Touchstone Crystal, Inc. or its affiliates, all of which shall at all times remain the exclusive property of Touchstone Crystal, Inc. and its affiliates.

4 Disclaimer of Warranties, Limitation of Liability

4.1 Touchstone Crystal gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all warranties, express or implied, including but not limited to the warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an “as-is” basis. Neither Touchstone Crystal nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.

4.2 In consideration of being permitted to attend the Event, attendees hereby WAIVE, RELEASE and DISCHARGE Touchstone Crystal, its owners, directors, employees, assigns, legal representatives and successors, from all liability for or by reason of any loss or injury to person and property, even injury resulting in the death, that may be sustained as a result of the Event, even if such loss or injury may have been caused solely or partly by the negligence of Touchstone Crystal. By attending the Event, attendees will be forever prevented from suing or claiming against Touchstone Crystal for any property loss or personal injury that may be sustained while participating in the Event.

4.3 Except as required by law, neither Touchstone Crystal nor its affiliates will be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspects related thereto or in connection with this Agreement.

4.4 The maximum aggregate liability of Touchstone Crystal for any claim in any way connected with, or arising from, the Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), will be limited to the amount paid by you to Touchstone Crystal under this Agreement.

5 Miscellaneous.

Touchstone Crystal's failure to exercise any right provided for herein will not be deemed a waiver of any further rights hereunder. Touchstone Crystal will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Touchstone Crystal's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect. This Agreement is not assignable, transferable or sub-licensable by you except with Touchstone Crystal's prior written consent. This Agreement will be governed by the laws of the State of Rhode Island and the parties shall submit to the exclusive jurisdiction of the Rhode Island courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind Touchstone Crystal in any respect whatsoever.