

## Terms and Conditions of Registration

By registering with NYCfotoworks for the portfolio review event presently entitled NYCfotoworks Portfolio Review and/or LAFotoWorks Portfolio Review and/or Boulevard Artists Portfolio Review, you agree to the following terms and conditions:

### PURPOSE OF EVENT

The Event is open to registrants that register and pay the admission fee through [www.NYCFotoworks.com](http://www.NYCFotoworks.com) and complies with our current COVID precautions. All attendees will either have to show proof of full vaccination with the appropriate waiting period or a negative COVID 19 test results taken within 48 hours of the event. [Following current CDC guidelines masks are required with the exception of a medical condition that restricts the use of masks].

The purpose of the Event is to network with photographers and art producers and photo editors and to have your photography portfolio reviewed by industry creatives in both advertising and editorial and/or other professionals in the photography industry. NYCfotoworks reserves the right to replace any of the speakers and/or reviewers at any time. In support of these goals, NYCfotoworks expects that all attendees will conduct themselves with courtesy and respect for all speakers and attendees. Accordingly, NYCfotoworks reserves the right to deny admission to, and to remove, anyone who, while our guest, does not conduct themselves with courtesy and respect for the speakers and attendees. Valid photo ID may be required for admittance into the Event.

### PAYMENT

The registration fee must be paid prior to the Event. Space is limited for the Event and registration will be offered on a first come first serve basis. NYCfotoworks encourages early registration in order to guarantee admission to the Event.

### CREDIT AND REFUND POLICY

There are no refunds of any portion of the registration fee once payment is made.

### CANCELLATION POLICY

In the unlikely event that NYC Fotoworks needs to cancel or reschedule the Event, NYC Fotoworks will use reasonable efforts to notify you. In case the Event has to be cancelled due to an unforeseen circumstance, NYC Fotoworks will extend equivalent credit of your purchase to any future Event. NYC Fotoworks is not responsible for reimbursement of airline or any other transportation tickets if the Event is cancelled.

#### RETURN POLICY

All sales are final. Any consideration given to a return or credit is handled on a case-by-case basis. Please send all inquiries to EMAIL: [joshua@nycfotoworks.com](mailto:joshua@nycfotoworks.com) or call: PHONE: 917 470 9197.

#### PRIVACY POLICY

NYCFotoWorks secures your personal information from unauthorized access, use or disclosure. NYCFotoWorks secures the personal information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number or personal data) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. NYCFotoWorks does not sell, rent or lease your personal information to other third party companies. For more information see our [privacy policy](#).

#### TRAVEL INSURANCE

If you are traveling from outside of New York, New York, we strongly recommend that you purchase travel insurance. Travel insurance can protect you against unforeseen circumstances that might prevent your attendance.

#### LIMITATION OF LIABILITY

You acknowledge and agree that NYC Fotoworks accepts no responsibility for loss of personal articles and effects (including without limitation, photographic or other equipment, photographs), failure of speakers and/or magazine editors to attend the Event, personal accidents, injury or death, losses or additional expenses due to delays or damages in transportation or other services, quarantine, sickness, strikes, war, or warlike conditions, weather or any other causes or for any of the above arising from or due to your attendance of the Event.

NYCFOTOWORKS SHALL UNDER NO CIRCUMSTANCES, BE LIABLE

TO YOU FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF IT HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

#### INDEMNIFICATION

You shall indemnify NYCPhotoworks from and against all costs, charges, claims, expenses, demands and liabilities suffered or incurred by NYCPhotoworks as a result of any act or omission by you, including without limitation, any damage caused to the venue at which the Event is held or any property therein; and/or in connection with any breach by you of any of these terms and conditions.

#### RECORDING

NYCPhotoworks reserves the right to (1) restrict or prohibit audio or video recording and/or transmission of the Event, and (2) remove anyone conducting unauthorized recording.

By attending in the Event you consent to be photographed and to be included in the filming of footage documenting the Event, if any. You hereby waive any and all rights of publicity or privacy and grant NYCPhotoworks the right to utilize and exploit your name, image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material with respect to the Event in any and all manner and media now known or hereafter devised throughout the world in perpetuity. You expressly release NYCPhotoworks, its directors, officers, agents, employees, consultants, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

#### PACKAGES

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

#### JURISDICTION AND ATTORNEY FEES

These terms and conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles. Any legal action, suit or proceeding arising out of or relating to these terms and conditions shall be instituted in a court of competent subject matter jurisdiction in the federal or state courts of the State of New York, and you agree to submit to the personal jurisdiction of such court and waive any right you might otherwise have to claim lack of personal jurisdiction or inconvenience of forum.

#### NO WAIVER

No action of NYCPhotoworks, other than express written waiver, may be construed as a waiver of any provision of these terms and conditions. A delay on the part of NYCPhotoworks in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion.

#### CHANGE OF TERMS

NYCPhotoworks reserves the right to change these terms and conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by attending the Event.

#### ENTIRE AGREEMENT

These terms and conditions comprise the entire agreement between the parties in relation to the provision of the Event.

You acknowledge that you have read the above and agree to abide by these terms and conditions.