

# Data Nerd Days CODE OF CONDUCT

Data Nerd Days is about connection and innovation. New Relic is dedicated to providing a harassment-free event experience for everyone, regardless of gender, sexual orientation, disability, physical appearance, race, age, religion, or any other protected characteristic under local law or New Relic policy.

We do not tolerate harassment or bullying of event participants, vendors, or affiliates in any form. Event participants or vendors violating these rules may be removed from Data Nerd Days and future events at the discretion of New Relic or event staff.

This Code of Conduct outlines our expectations for all those who participate in our community and events. We invite all those who participate in Data Nerd Days to help us create a safe and inclusive environment resulting in a positive experience for everyone.

## Expected Behavior

- Be respectful, kind, and professional.
- Engage kindly with others and be respectful of different viewpoints than your own.
- Exercise consideration and empathy in your speech and actions. Be mindful of others.
- Come as your authentic self. Always present yourself as who you are and "wear your badge at all times" (i.e. display the same information you would on your badge as you would at an in-person event)
- Alert New Relic or event staff if you notice a dangerous situation, someone in distress, or violations of this Code of Conduct, even if they seem inconsequential.

## Unacceptable Behavior Includes

- Intimidating, bullying, harassing, discriminatory, abusive, derogatory, or demeaning speech or actions by any participant, vendor, or affiliate at all related events and in one on-one communications carried out in the context of Data Nerd Days.
- Visual or auditory misconduct, such as inappropriate use of graphic, derogatory, and/or sexual images or language, including presentation slides.
- Offensive verbal comments related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, religion, or any other personal characteristic protected under local law or New Relic policy.
- Stalking, harassing photography or recording, sustained disruption of talks or other events, inappropriate contact, and unwelcome sexual or personal attention.

## Consequences of Unacceptable Behavior Include

- Participants, vendors, and affiliates who are asked to stop any unacceptable behavior are expected to comply immediately.
- If a participant, vendor, or affiliate engages in unacceptable behavior, event managers may take any lawful action they deem appropriate, including warning the offender or removing them from Data Nerd Days.
- New Relic policies and procedures apply to all company personnel at a Data Nerd Days or related event, and are not limited by these guidelines.

## Reporting

Data Nerd Days has a long history of inclusive and innovative events. We expect that you will have a great time and be excited about our next event. However, if you are being harassed, bullied, or made to feel uncomfortable, or you have any similar concerns about conduct directed at you or others related to Data Nerd Days and its events, please contact New Relic immediately.

- New Relic Contact: [mcardiff@newrelic.com](mailto:mcardiff@newrelic.com)

We value your attendance.

THESE TERMS AND CONDITIONS (THESE "TERMS") GOVERN YOUR REGISTRATION FOR AND PARTICIPATION AT ANY NEW RELIC EVENT (THE "EVENT") AND ARE AN AGREEMENT BETWEEN NEW RELIC, INC. ("NEW RELIC," "WE," "US," OR "OUR") AND YOU. YOU REPRESENT TO US THAT YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS. PLEASE SEE SECTION 12 FOR DEFINITIONS OF CERTAIN CAPITALIZED TERMS USED IN THESE TERMS.

### 1. EVENT.

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process. Unless the Event's registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 18 years of age on the first day of the Event. Event registration is subject to availability and may close earlier than the posted deadline, as determined in our sole discretion. We may also change the Event program at any time at our sole discretion. You will at all times comply with the New Relic Event Code of Conduct.

### 2. SAFETY AND SECURITY.

Your safety and security is important to us. You understand that you and your property may be subject to a reasonable search upon entry to the Event. If you refuse to participate in these security measures, you may be denied entry. We also reserve the right to ask you to leave the Event if your behavior causes us concern for the safety or security of Event attendees.

### 3. YOUR INFORMATION.

3.1 Generally. We handle your information in accordance with our [General Data Privacy Notice](#).

3.2 Sharing with Event Sponsors. We may provide your contact information to Event Sponsors if (a) you elect to attend any sessions or other activities at the Event involving Event Sponsors (in which case we would provide your contact information only to the Event Sponsor involved in such session or other activity,) or (b) you opt in during registration or otherwise to receive communications from our Event Sponsors. If your contact information is provided to our Event Sponsors, it will be handled by that Event Sponsor in accordance with their privacy notice and you may notify that Event Sponsor if you wish to manage your communication preferences.

3.3 Voice and Image. By participating in the Event experiences, you agree that we may derive

information from recordings of your voice and images of your face and retain and use all resulting information, in each case in accordance with the New Relic General Data Privacy Notice.

## 4. RECORDINGS AND YOUR MATERIALS.

You grant us, our affiliates, and our independent contractors the right to record, film, photograph, and capture your voice and image in any media at the Event (the “Recordings”). You grant to New Relic and its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate, for any purpose relating to our business, all or any part of the Recordings and Your Materials. We may edit the Recordings and Your Materials, use them alone or together with other information, and allow others to use and disseminate them. To the maximum extent permitted by law, you waive any moral rights you may have in the Recordings and Your Materials. You represent and warrant that (a) Your Materials are true and accurate to the best of your knowledge, (b) you have the necessary rights and permissions to grant the license in this Section 4, and (c) Your Materials do not violate or infringe any copyright, trademark, or other proprietary rights of any person or entity.

## 5. CANCELLATION.

5.1 We may cancel the Event at any time for reasons including, for example, availability or suitability of venue or speakers or on security, health, or safety grounds, and we may deny, limit, or cancel your Event registration at any time. We are not responsible for any damages, direct or indirect, resulting from such cancellation.

5.2 Effect of Cancellation. If you or New Relic cancel your registration for the Event or New Relic cancels the Event, Section 3, Section 4, Section 5.2, Section 6.2, Section 7, Section 8, Section 9, Section 10, and Section 11 will remain in full force and effect.

## 6. TRADE COMPLIANCE AND ETHICS.

6.1 You represent and warrant that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. government (e.g., the U.S. Department of Treasury’s Specially Designated Nationals list and Foreign Sanctions Evaders list and the U.S. Department of Commerce’s Entity List), the European Union or its member states, or other applicable government authority.

6.2 You certify that you have confirmed with an appropriate ethics official and/ or you have reviewed your company’s policies and are satisfied that there are no federal, state, local, or institutional ethics or procurement laws, regulations, or rules that restrict or prohibit your attendance at the Event or would otherwise create a conflict of interest for New Relic.

## 7. ASSUMPTION OF RISK.

You acknowledge and agree that your attendance and participation in the Event is voluntary, and you understand the nature of the Event. To the maximum extent permitted by law, you agree that you solely assume the risks associated with attending and participating in the Event.

## 8. RELEASE OF CLAIMS.

To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release New Relic and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event, the Recordings, or Your Materials.

## 9. LIMITATIONS OF LIABILITY.

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED USD \$100. THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 10. MISCELLANEOUS.

10.1 Waiver. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

10.2 Severability. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

10.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, global or local epidemics, pandemics or other circumstances that would render the holding of the Event hazardous, unsuitable or unsafe, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.4 Assignment. No Third Party Beneficiaries. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for New Relic as a party to these Terms, and New Relic is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

10.5 Governing Law. The laws of the State of California, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

10.6 Modifications to these Terms. We may modify these Terms at any time by posting a revised version on the New Relic Data Nerd Days Site. The modified terms will become effective upon posting. By attending the Event after the effective date of any modifications to these Terms, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to these Terms. We last modified these Terms on the date listed at the beginning of these Terms.

10.7 Entire Agreement; English Language. These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms). If we provide a translation of the English version of these Terms, the English version of these Terms will control if there is any conflict.

## 11. DEFINITIONS.

"New Relic Code of Conduct" means the New Relic code of conduct located at [https://newrelic.com/Data Nerd Days/code-of-conduct](https://newrelic.com/Data-Nerd-Days/code-of-conduct) (and any successor or related site designated by us), as may be updated from time to time.

"New Relic General Data Privacy Notice" means the privacy notice located at <https://newrelic.com/termsandconditions/privacy> (and any successor or related site designated by us), as may be updated from time to time.

"Your Materials" means all materials submitted (including, for example, your name and biographical information) or presented by you (in electronic copy or hard copy, verbally, or otherwise).