



## Terms and Conditions

These terms and conditions outline the rules and regulations for the use of the city of Phoenix Convention Center's website. The Phoenix Convention Center ("PCC") is located at 100 N. Third Street Phoenix, Arizona 85004 in the United States.

By accessing this website, you agree to accept these Terms and Conditions of Use (the "Terms and Conditions") and PCC's Privacy Policy in full. Do not continue to use PCC's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

- "Client", "You" and "Your" refers to you, the person accessing this website and accepting the PCC's Terms and Conditions.
- "PCC", "Ourselves", "We", "Our" and "Us", refers to the city of Phoenix Convention Center.
- "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### Ownership

All the content of this website (which includes without limitation all graphics, text, images, photographs, illustrations, and the design, selection and arrangement thereof) is protected by copyright and/or trademark and/or other proprietary intellectual property rights owned by or licensed to PCC.

### Cookies

We employ the use of cookies. By using PCC's website, you consent to the use of cookies in accordance with PCC's privacy policy. Most modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for visitors. Some of our affiliate / advertising partners may also use cookies.

### License

Unless otherwise stated, PCC and/or its licensors own the intellectual property rights for all material on PCC's website. All intellectual property rights are reserved. You may view and/or print pages from [www.phoenixconventioncenter.com](http://www.phoenixconventioncenter.com) for your own personal use subject to restrictions set in these Terms and Conditions and applicable law.

**You must not:**

- Republish material from the Phoenix Convention Center's website
- Sell, rent or sub-license material from the Phoenix Convention Center's website
- Reproduce, duplicate or copy material from the Phoenix Convention Center's website
- Redistribute content from Phoenix Convention Center's website (unless content is specifically made for redistribution).

**Indemnification**

You agree to defend, indemnify and hold harmless the city of Phoenix and PCC and their directors, officers, employees and agents from and against all liabilities, claims, damages, costs and expenses, including attorneys' fees arising out of:

- your use of the website;
- any material you post, upload, e-mail or otherwise transmit using the site; or
- your violation, breach or alleged violation or breach of these Terms and Conditions.

**Hyperlinking to our Content**

The following organizations may link to our website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors, when they list us in the directory, may link to our website in the same manner as they hyperlink to the Web sites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site. We may consider and approve in our sole discretion other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
- dot.com community sites;
- associations or other groups representing charities, including charity giving sites, online directory distributors;
- internet portals;
- accounting, law and consulting firms whose primary clients are businesses;
- educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above [hyperlinking to our content] and are interested in linking to our website, you must notify us by sending an e-mail to [info@phoenix.gov](mailto:info@phoenix.gov). Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (web address) being linked to; or
- By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of the city Phoenix's logo, PCC's logo or other artwork will be allowed for linking absent a trademark license agreement.

### **Iframes**

Without prior approval and express written permission, you may not create frames around our website or use other techniques that alter in any way the visual presentation or appearance of our website.

### **Reservation of Rights**

We reserve the right at any time and in our sole discretion to request that you remove all links or any link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these Terms and Conditions and our Privacy Policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking Terms and Conditions.

### **Termination**

These Terms and Conditions are effective until terminated by either party. You may terminate these Terms and Conditions at any time by discontinuing use of PCC's website and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these terms or otherwise. Your access to PCC's website may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of these Terms and Conditions. Upon termination, you must cease use of the PCC website and destroy all materials obtained from such site and all copies thereof, whether made under these terms or otherwise.

### **Removal of links from our website**

If you find any link on our website or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

While we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials

that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

### **Amending the Terms and Conditions of Use**

We may add to, change or remove any part of these Terms and Conditions at any time, without notice. Any changes to these Terms and Conditions or any terms shown on this website apply as soon as they are shown. By continuing to use this website after any changes are posted, you are indicating your acceptance of those changes. It is therefore your responsibility to check these Terms and Conditions each time you use this website, so that you can take note of any amendments we may make. We may add, change, discontinue, remove or suspend any other content displayed on this website, including features and specifications of products and services described or depicted on the website, temporarily or permanently, at any time, without notice and without liability.

### **Governing Law**

Those who choose to access this website do so at their own risk and on their own initiative and are responsible for compliance with all applicable laws. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona. Any dispute under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Maricopa County, Arizona (subject to appeal) and, by using this website, you hereby submit to the jurisdiction of these courts and waive any and all objections as to jurisdiction or venue in these courts.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.