



## EVENT REGISTRATION AGREEMENT

### IMPORTANT – READ CAREFULLY BEFORE PROCEEDING – THIS IS A BINDING LEGAL CONTRACT

YOU UNDERSTAND AND AGREE THAT BY CHECKING THE BOX AND CLICKING THE “ACCEPT” OR “I AGREE” BUTTON YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL GS1 US EVENTS UNDER THIS GS1 US EVENT REGISTRATION AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THE PRIVACY POLICY AND TERMS OF USE), DO NOT CLICK “I AGREE”.

**IMPORTANT:** This Agreement will become effective when you click on “I AGREE” (“EFFECTIVE DATE”).

This GS1 US Event Registration Agreement (the “**Agreement**”) is entered into by and between Registrant (“**Registrant**”, “**Registrant Company**”, “**I**”, “**You**,” or “**Your**”) and GS1 US, Inc. (“**GS1 US**”), relating to the GS1 US Event (“**Event**”), as described below. GS1 US and Registrant are collectively hereinafter referred to as the “**Parties**”, or when used individually, a “**Party**”. By agreeing to this Agreement, You acknowledge that You have read the terms of the GS1 US Privacy Policy and Terms of Use (defined below).

- 1. DEFINITIONS.** The following terms shall have these defined meanings for the purpose of this Agreement:
  - A. “**Virtual event**” means any meeting in a virtual environment on the web or teleconference.
  - B. “**Physical event**” means any face-to-face meeting in a common location.
  - C. “**Event Content**” is all materials utilized/presented during the event session.
  - D. “**Protected Copyrighted Materials**” means any copyrighted or copyrightable material that GS1 US or Registrant presents to, distributes to, or performs for GS1 US and/or Registrants before, during or after Event, including, but not limited to, advertising and promotional materials, educational materials, presentations, guides, guidelines, draft guidelines, standards documents, graphics, logos, photographs, illustrations, images, video and audio clips, music, sounds, scripts, data, files, software, compilations and designs.
  - E. “**Protected Trademarked Materials**” means any trademarked or trademarkable material that GS1 US or Registrant presents or distributes to GS1 US and/or Registrants before, during or after Event, including, but not limited to, logos, designs, words and marks.
  - F. “**Confidential Information**” shall mean any information that relates to the Event and any communications by GS1 US that include information which has not been made available to the general public (disclosed to You by GS1 US). Confidential Information, however, does not include information that: (a) is now generally available to the public through no fault of breach on the part of You; (b) You can demonstrate to have had rightfully in Your possession prior to disclosure to You by GS1 US; or (c) is independently developed by You without the use of any Confidential Information.
- 2. PURPOSE.** The purpose of the Event is as described in the detail section of the event registration.
- 3. MISREPRESENTATION.** Registrant represents and warrants that all information provided in the registration application is true and correct and the individual completing the application and agreeing to the Agreement has the full power and authority to enter into this Agreement, to fully and effectively perform its obligations hereunder without violating any rights of any third party, and that no consent or approval of any other person or entity is required. Registrant Company understands and agrees that failure to provide true and accurate information within the above application may result in up to and including termination of agreement, prohibiting admission to future GS1 US events, removal from Event or other disciplinary action in the sole discretion of GS1 US. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement and to perform its respective obligations herein; and, (ii) this Agreement represents a valid and legally binding obligation enforceable against such Party in accordance with its terms.
- 4. LICENSE & COPYRIGHT.** Registrant grants GS1 US, to the extent necessary to facilitate Registrant’s participation in the Event, a non-exclusive, worldwide right and license to use Registrant’s name, logos, trademarks, service marks, copyrightable material, content, Registrant’s proprietary information and any other applicable intellectual property (“Registrant Information”), for the purpose to carry out the communications and information gathering purposes as required to participate in the Event. GS1 US may use, copy and distribute Registration Information in any pre-Event or Event-related publications, information, promotions, or broadcasts in any media and medium. Such licensed rights to use the Registrant Information shall include the right license to use Registrant’s employer name, logos, trademarks, service marks and design in connection with Registrant’s participation in the Event, materials related to it, as well as the advertisement and promotion thereof. Such license shall terminate with respect to GS1 US and Registrant, upon conclusion of Event.

Copyright in original presentation material remain with Registrant. GS1 US is granted the right to record, reproduce and distribute each presentation in all forms of printed and electronic event content, including, but not limited to, the event CD-ROM, printed Registrant notes, the event web site, and audio and/or video recordings (digital and/or analog), without royalties or fees payable to Registrant.
- 5. PHOTOGRAPHY & VIDEOS.** GS1 US may record events or take photos and videos which may be edited and used by GS1 US in live streaming broadcasts or other marketing materials in the ordinary course of our business. By attending the Event, You acknowledge and agree that Your image may be used by GS1 US, solely for this purpose. If You do not wish to be recorded, please notify GS1 US in writing within seven (7) business days in advance of the Event at [gs1usevents@gs1us.org](mailto:gs1usevents@gs1us.org).
- 6. THIRD PARTY MARKETING.** This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party.
- 7. PRIVACY & TERMS OF USE.** GS1 US uses the personal data You provide in this registration, including the name, title and contact information for all persons attending this Event for the purpose of administering Your participation in this Event and to make You aware of and/or to market other upcoming GS1 US events, products and/or services. You hereby represent that You have the right to make any personal data You provide in the registration available to GS1 US for these purposes. To this end, GS1 US may disclose Your personal data to [the Event Co-sponsor, The Food Industry Association \(“FMI”\) and](http://www.gs1us.org/privacy-policy) third party service providers (e.g. hotel, mailing houses and other providers engaged by GS1 US to assist in the administration of the Event.) GS1 US may also disclose Your personal data to other Event Registrants but will do so solely in connection with the Event Registrant List and in compliance with our Privacy Policy located at <http://www.gs1us.org/privacy-policy> and Terms of Use located at <http://www.gs1us.org/terms-of-use>. If You do not want GS1 US to use Your personal data in order to market to You other upcoming GS1 US events, products and/or services, You may opt-out by contacting GS1 US via email at [gs1usevents@gs1us.org](mailto:gs1usevents@gs1us.org). Any opt-out is only effective as to the actual individual requesting to opt-out. If You happen to be located or otherwise a resident of the EU, please review Section 12 of our Privacy Policy (located at <http://www.gs1us.org/privacy-policy>), which contains our supplemental privacy notice that applies to You.
- 8. DISCLAIMER OF WARRANTY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, GS1 US SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EVENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE GS1 SERVICES, ITS PROPRIETARY INFORMATION, DELIVERABLES OR DATA DERIVED THEREFROM.
- 9. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, GS1 US’ LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE EVENT. IN NO EVENT SHALL GS1 US OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY LEGAL AUTHORITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE BUSINESS OR



OPPORTUNITY; LOSS OF GOODWILL; ARISING FROM OR RELATED TO YOUR ATTENDANCE AT EVENT, EVEN IF GS1 US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **INDEMNIFICATION.** You agree to indemnify and hold GS1 US harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against GS1 US by reason of Your performance or non-performance under this Agreement.
11. **CONFIDENTIALITY.** Anyone obtaining access to the Event Content or Confidential Information is obligated to maintain the confidentiality of this information. If an individual is caught violating the terms of this provision, that individual will be permanently ineligible to participate in any GS1 US Event. You agree to protect GS1 US' Confidential Information, using at least the same degree of care that You use to protect Your own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. You will not disclose, publish, or disseminate Confidential Information. You may disclose Confidential Information to the extent required by law, provided You make reasonable efforts to give GS1 US notice of such requirements prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby, and GS1 US retains all of its rights therein. Notwithstanding anything to the contrary, if You provide any ideas, suggestions or recommendations to GS1 US, GS1 US is free to use and incorporate such ideas without payment of royalties or other consideration to You. Nothing in this Agreement is intended to grant a license or waive any rights in either Party's patents, copyrights or trademarks.
12. **ANTITRUST GUIDELINES.** During the course of the Event, it is not uncommon for Registrants to participate in ad-hoc break-out sessions or similar type of unplanned meetings with other companies of the same industry. In any such situation, You agree to adhere to the GS1 US Antitrust Guidelines located at <http://www.gs1us.org/gs1-us-antitrust-compliance-policy>.
13. **TERM AND TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' prior written notice. GS1 US may terminate this Agreement immediately, upon the occurrence of any of the following events; (i) if You fail to comply with any of the terms of this Agreement, including, without limitation; (ii) You misappropriate or disclose any trade secret or Confidential Information of GS1 US (including, but not limited to, any Event Content or Confidential Information), or otherwise infringe any other intellectual property right of GS1 US, or engage in any other activities prohibited by law. GS1 US' termination under this section shall not prejudice any rights GS1 US may have under this Agreement or in law, equity or otherwise. Sections 7, 8, 9 and 10 shall survive termination of this Agreement.
14. **RELATIONSHIP OF THE PARTIES.** You acknowledge that nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between You and GS1 US. Neither Party is an agent for the other and has no authority to represent or bind the other Party as to any matters, except as expressly authorized in this Agreement. GS1 US has the sole right and obligation to supervise, manage, contract, subcontract, direct, procure, perform or cause to be performed, all work to be performed by GS1 US under this Agreement.
15. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws provisions. You will only bring any action or proceeding arising out of or related to this Agreement in the appropriate state or federal court located in Mercer County in the State of New Jersey. Any cause of action You may have with respect to the Event must be commenced within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the Agreement will continue in full force and effect.
16. **OFAC ACKNOWLEDGEMENT.** Registrant acknowledges that Registrant Company is not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or any similar sanctions imposed by any other body, governmental or other, to which Registrant is subject and will not otherwise conduct business with sanctioned entities/countries (or have otherwise received OFAC approval) and are in compliance with OFAC regulations.
17. **NOTICE.** Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either Party pursuant to the terms of this Agreement shall be in writing and shall be deemed given: (i) when delivered personally; (ii) on the next business day after timely delivery to an overnight courier; (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid); or (iv) upon confirmation of receipt by facsimile transmission. Any notice shall be addressed as follows: (a) if to Registrant/Registrant Company, at the address provided by Registrant to GS1 US; or (b) if to GS1 US, to:  
  
GS1 US, Inc.  
Princeton South Corporate Center  
300 Charles Ewing Blvd.  
Ewing, NJ 08628  
**Attention: Legal Department**
18. **FORCE MAJEURE.** The failure of either Party hereto to comply with the terms and conditions hereof because of Acts of God, weather, natural disaster, strike, labor troubles, riot, terrorism, war with any country, fire, hurricane, flood, earthquake, act of public enemies, epidemic, pandemic, enactment, rule, order or any actions of governmental authorities (federal, state or local), unavailability of power, failure or delay of transportation, shortage of raw materials or for any other reason beyond the reasonable control of such Party, shall not be deemed a breach of this Agreement. In such event, this Agreement shall be deemed terminated or, at the option of the Parties hereto, the event may be rescheduled to a later date.
19. **REFUND/CANCELLATION POLICY.** GS1 US reserves the right to cancel or postpone Event. Any travel related expenses incurred by Registrant will not be refunded by GS1 US. If You are unable to attend Your scheduled event, please contact GS1 US via email at [gs1usevents@gs1us.org](mailto:gs1usevents@gs1us.org). If GS1 US receives notification of cancellation within seven (7) business days prior to the first day of the Event, the registration fee is refundable. If cancellation request is received by GS1 US after seven (7) business days, the registration fee is nonrefundable. If GS1 US receives notification of cancellation of any Virtual event within seventy-two (72) hours of purchase and the Virtual event has not been accessed by any Party, Your refund request will be processed by GS1 US within seven (7) days of receipt of Your written request thereof.
20. **SUBSTITUTION OF EVENT REGISTRANT.** If Registrant is unable to attend a Physical Event for any reason they may substitute by contacting GS1 US via email at [gs1usevents@gs1us.org](mailto:gs1usevents@gs1us.org). Substitutions will be accepted up to and including (seven) 7 business days prior to the Physical Event. No substitution requests are allowed on-site. No substitutions are permissible for Virtual event.
21. **ACCOMODATION FOR INDIVIDUALS WITH DISABILITIES.** GS1 US is committed to providing accessibility solutions for individuals with disabilities. Please contact GS1 US thirty (30) days prior to Your event if You have a disability that requires You to have special accommodations to attend event in accordance with the Americans with Disabilities Act or other applicable laws.
22. **GUEST REGISTRATION POLICY.** A guest is defined as a spouse or significant other, friend, or relative who is not a member of GS1 US, is not qualified to become a member, and does not work in an industry-related occupation. If an Event allows guests, You must provide their name where indicated on the meeting registration site. Guests must check in at the registration desk onsite and will be issued a guest badge, which will allow access to the Event's evening receptions ONLY. Guests may not attend any educational programs, or enter the meeting space at any time.  
  
To be eligible to participate in the Event, You must be twenty-one (21) years of age or older. For the safety and security of all our Registrants and to facilitate business opportunities, only Registrants will be allowed access to the meeting space.
23. **COMPLIANCE WITH VENUE RULES AND REGULATIONS.** All Registrants are expected to abide by all rules and regulations of the venue(s) hosting the Event.
24. **CODE OF CONDUCT /STANDARDS OF BEHAVIOR.** GS1 US expects that Registrants of Events will conduct themselves in a professional manner and comport with acceptable behavior at all times. GS1 US will not tolerate any unlawful discrimination or harassment of any kind. Any misconduct or violation of this policy may result in a lifetime ban on all future GS1 US events, and activities, including GS1 Connect, and any other remedies available to GS1 US



at law or in equity.

The purpose of this code of conduct is to communicate GS1 US's standards of conduct, to provide general guidelines and illustrate certain examples of unacceptable conduct as a means of avoiding their occurrence. The following are meant to be illustrative in nature and not an exhaustive list of behaviors and should not, in any way, be considered a restriction of GS1 US' right to apply corrective action to cases other than those noted.

**25. CONDUCT.** The following types of behaviors are not permitted at any time during an Event:

- A. Discourtesy toward Registrants, GS1 US employees including consultants.
- B. Dishonesty, including, but not limited to, theft of money or property, falsifying or misrepresenting business or personal information of any kind.
- C. Deliberate or negligent misuse of or destruction or damage to the property of GS1 US, the host venue, Registrants, or GS1 US employees or consultants.
- D. Fighting with or displaying physically or verbally abusive behavior toward or in the presence of any Registrants or GS1 US employees including consultants.
- E. Gambling, disorderly conduct, horseplay, or behavior that infringes upon common decency, including the use of vulgar or profane gestures or language.
- F. Failure to comply with professional standards of dress or grooming.
- G. Possession, use, distribution, sale or purchase of, or being under the influence of, alcohol or drugs prohibited by law.
- H. Conduct that results in criminal charges or conviction, or is deemed by GS1 US, in its sole discretion, to be detrimental to GS1 US' image regardless of the disposition of the charges.

**26. HEALTH AND SAFETY.**

- A. Registrants are expected to practice good sanitation or housekeeping.
- B. Registrants are expected to use safety devices and/or protective equipment where necessary.
- C. Registrants are expected not to interfere with the work of GS1 US employees, consultants or vendors.

**27. SECURITY/PRIVACY.**

- A. Registrants are expected not to improperly disclose any confidential information of GS1 US.
- B. Registrants may not possess any unauthorized or concealed firearm or dangerous weapon.