## NAC2023 Conference & Expo - Event Policies

All registered attendees and other participants, including spouses, family members, and business associates or guests (collectively referred to as "Attendee") at the upcoming NAC2023 Conference & Expo ("NAC2023" or "Event"), held at Planet Hollywood Resort and Casino, Las Vegas, Nevada, hereby acknowledge and agree to abide by the following policies, terms and conditions set forth in these NAC2023 Event Policies ("Agreement") as established by The National ATM Council, Inc. ("NAC").

If an Attendee or company representative is completing the NAC2023 registration on behalf of other person(s), the Attendee or company representative affirms that he/she/they have made such other person(s) aware of the terms and conditions of this Agreement and that all such terms and conditions have been acknowledged and accepted by the other person(s) as a condition of attending NAC2023:

- NAC has the right to use any and all photos or videos taken or recorded at NAC2023 of Attendee or family member(s), or employee(s) for use by NAC in the context of NAC marketing or other such NAC Association purposes.
- Attendee consents to the use of registration information by NAC to send communications regarding industry related updates, news, future events, and other matters which NAC believes will be of interest to Attendee.
- Attendee' registration information is permitted to be shared by NAC with NAC2023 Exhibitors and Sponsors for communications about their products and services that will be on display at NAC2023 and thereafter.
- Attendee Lanyard(s)/Name Badge(s) must be worn at all times in all Event areas. Lanyard/Name Badge sharing by Attendee with other individual(s) is strictly prohibited at NAC2023. Each Attendee must be registered individually with NAC for the Event, and any Attendee found to be sharing his/her name badge will be required to leave the Event and forfeit their registration fees.
- Photographing, recording, and/or videotaping of speakers and/or educational sessions other than by NAC or without NAC's prior written authorization is strictly prohibited. Personal and professional team photos are allowed in the common areas of the Event and in the common areas of the Exhibit Hall of NAC2023, but no photos of an Exhibit Booth or its contents may be taken without permission of the Booth Exhibitor.
- "Suitcasing", as defined here, is strictly prohibited at NAC2023. Any Attendee or participant who (1) is observed soliciting business or conducting commercial activity for a company other than as shown on the Attendee's name badge lanyard, or (2) solicits business, or engages in any sales or marketing activities in any area of the Event, including the Exhibit Hall aisles, other company's booths, public spaces in the conference center area or other areas of the Event venue, without first registering as a NAC2023 Sponsor or Exhibitor, is in violation of this NAC2023 Suitcasing policy and will be immediately required to depart the NAC2023 conference premises and Event hotel venue, or take such other action as deemed appropriate by NAC at its sole discretion.

• NAC is committed to a collaborative, safe, and respectful environment as our industry joins together at NAC2023 to network, do business, learn, and communicate on important industry topics. Attendee is expected at all times to display common courtesy and decorum in all speech and behavior, including through social media channels and any distributed print materials. Inappropriate behavior or activities will not be tolerated, and a determination of such shall be in the sole discretion of NAC. Violators will be required to cease and desist such behavior and in egregious cases, as determined solely by NAC, asked to leave the NAC2023 Event premises and forfeit their registration fees.

## NAC2023 CANCELLATION / REFUND / SUBSTITUTION POLICY

Written notice of cancellation received by NAC on or before SEPTEMBER 21, 2023, will result in a refund of fees paid, less a \$50 processing fee. Please submit any cancellation requests to nacevents@natmc.org. PLEASE NOTE: No refunds will be provided for cancellations received after SEPTEMBER 21, 2023.

On-site no-shows are non-refundable.

Substitutions are encouraged. Please include the original Attendee's name and the substitute's full contact information (name, title, company, address, phone #, and email address).

Timeline for substitution notification to NAC:

- Prior to October 16, 2023, please submit by email to <a href="mailto:nacevents@natmc.org">nacevents@natmc.org</a>.
- After October 16, 2023, please submit for processing on-site at NAC2022 Registration Desk.

\*Note Sponsors and Exhibitors - Specific Cancellation/Refund/Substitution Policy applicable to Exhibitor and Sponsor Attendees is located in the "NAC2023 Sponsor & Exhibitor Agreement-Rules & Regulations" — and posted on the NAC2023 website Event Page at https://www.natmc.org/nac2023-conference-and-expo.

- All intellectual property rights, content, and Event related materials pertaining to NAC2023 distributed at or in connection with NAC2023 are owned solely and exclusively by NAC and the respective Event Exhibitors, Sponsors or Speakers to which such materials relate.
- NAC provides no warranties, explicit or implied, regarding any aspect of NAC2023 or any materials related to or offered at the Event, and NAC expressly shall not be responsible for any damages or liability arising from any reliance by Attendee on any aspect of the Event related materials or any information provided at the Event.
- The maximum aggregate liability of NAC for any claim arising from or connected with NAC2023, whether in contract, tort, or otherwise (including any negligent act or omission) shall be limited to the amount paid by the Attendee to NAC to attend and participate in NAC2023.
- This Agreement shall be exclusively governed by, and interpreted and enforced pursuant to, the laws of the State of Florida, and Attendee of NAC2023, as a party to this Agreement, hereby submits to the sole and exclusive jurisdiction of the federal and State courts located in Jacksonville, FL, as the most appropriate and convenient forum for any action brought with respect to this Agreement or its enforcement or interpretation.

## NAC2023 Health & Safety / NAC2023 Attendee COVID-19 Pandemic Waiver & Release:

NAC will be taking appropriate measures at the NAC2023 Conference & Expo to facilitate the health and safety of each NAC2023 Attendee. Notwithstanding, it must be acknowledged that some degree of risk may still exist in the context of a large indoor gathering such as NAC2023 to the extent COVID-19 pandemic conditions persist at the time of the Event. It must also be recognized that COVID-19 is a highly contagious and unpredictable disease that can result in serious illness and even death. In this regard, current CDC Guidelines point out that seniors and those with underlying medical conditions are particularly susceptible to severe illness and death from COVID-19.

In this regard, by attending NAC2023, each Attendee acknowledges and agrees on his/her own behalf and on behalf of Attendee's personnel, contractor(s), and family member(s) at the Event, to accept and assume any and all health and safety related personal or business risks or adverse consequences associated with potential or actual exposure to COVID-19, including its variants, while in attendance at the NAC2023 Conference & Expo. Such acknowledgement and agreement by Attendee also constitute an express waiver and release of NAC, its officers, directors, and contracted staff from any and all COVID-19 related liability or damages. In this same regard, NAC encourages each Attendee at NAC2023 to follow current and applicable public health and safety guidelines and precautions relative to large group gatherings at the time of the conference and applicable to the COVID-19 pandemic.