

## Attendee Terms and Conditions and Privacy Policy

**Effective:** February 6, 2017

These Attendee Terms and Conditions and Privacy Policy (the "Terms") governing your attendance at and participation in the 2017 Inmar Analytics Forum event (the "Event" or the "Inmar Forum"). These Terms apply to our Event website at [www.inmarforum.com](http://www.inmarforum.com) and any other website offered by us, which references or links to these Terms (collectively, the "Site"). By registering for the Event you agree to these Terms, which form a binding legal contract between Inmar Analytics, Inc. ("Inmar") and the registered attendee or participant ("you"). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these Terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these Terms and that they have accepted these Terms.

These Terms are also inclusive of our Privacy Policy (below), which are hereby incorporated and made a part of these Terms. You should refer to it before you submit any personal information to the Site.

- 1. Admittance.** Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and Inmar shall have no liability for such costs.
- 2. Registration, Hotel and Travel Accommodations.** Registration includes admission to the Event for its scheduled duration. Lodging and travel are not included. Hotel accommodations are the obligation of the attendee, but there may be a certain number of hotel rooms available at a special rate associated with the Inmar Forum.
- 3. Accounts and Passwords.** When you set up an account, you are required to complete a profile and submit certain personal information to Inmar. We may issue you, or enable you to establish, a username and password for the Site. You are responsible for maintaining the confidentiality of your account information and account password, and for any activity that occurs under your account, including any activity that occurs as a result of your failure to keep secure and maintain the confidentiality of your account and password information. You will (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account on the Site. You may not use anyone else's password or account at any time on the Site. We will not be responsible or liable for any loss or damage arising from your failure to comply with these requirements and you may be held liable for any losses incurred by Inmar or any other user to the Site if your failure to keep your account information secure and confidential results in someone else's use of your account, password and account information.
- 4. Payment.** The payment of the applicable fees for the Event is due upon registration and is non-refundable. If such payment is insufficient or declined for any reason Inmar may refuse to admit you to the Event and shall have no liability in that regard. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE THE DEBIT OR CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION ON THE SITE.

Any credit card or debit card payments made by you via the Site are processed by a third-party payment processor. The payment processor may not support all payment methods, currencies or locations for payment. Please review all payment and transaction policies available on the Site and/or contact your credit card issuer for more information. The processing of payments will be subject to the Terms, conditions and privacy policies of the third-party payment processor in addition to these Terms. Generally, credit and debit cards are not charged until we either ship the item(s) to you or confirm availability (at which time you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges).

For digitally delivered or accessed orders, your credit or debit card will be charged before you initiate the download of the product or information.

If you believe someone has made unauthorized use of your account or you are being charged for a product or service that you did not receive, please email us at [forum@inmar.com](mailto:forum@inmar.com) or call us at 1.866.440.6917.

- 5. Registration.** Once you have completed your registration and payment, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box to in case any of your Inmar email(s) are caught by spam filters.
- 6. Use of Likeness.** By attending the Event you acknowledge and agree to grant Inmar the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Inmar includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.
- 7. Event Content.** You acknowledge and agree that Inmar, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.
- 8. Statement on Compliance with Antitrust Laws.** From time to time, representatives of Inmar's client base meet to discuss ways to improve efficiencies in lines of business such as promotions, analytics, healthcare, and supply chain management. Because this group is composed of manufacturers and retailers who compete with one another, Inmar, as the sponsor of this meeting, feels obliged to make the following statement regarding the antitrust laws and trusts that each of you will be guided accordingly in your conduct here. Agreements among competitors often raise antitrust questions. In general, it is illegal for competitors to agree, expressly or implicitly, to behave in a particular way with respect to any aspect of their competitive behavior. Thus, it is illegal not only for competitors to fix their prices, but also to agree on the type of products each will purchase or sell, the way in which each will market their products, the credit terms they will offer, or any other attribute of their purchasing or selling behavior. Agreement by competitors on any of these issues is generally deemed to be illegal per se (automatically illegal), without regard to the actual competitive impact of the behavior in question. In addition, joint action by competitors, or by firms that are not in competition, can violate the antitrust laws if it has an unreasonably anticompetitive effect on the market. Such conduct is not per se illegal, but rather illegal under the rule of reason which requires a showing that the market is adversely affected by the conduct in question. For this reason, during the course of this forum, it is imperative that each of you avoid discussions or recommendations on subjects with respect to which agreements among two or more of you would be illegal. For example, there should be no discussion relating to the following subjects: (i) Prices, rates, fees, etc. charged by vendors, trading partners and/or third parties; (ii) dealings with manufacturers, retailers, wholesalers or others with whom you may have a buyer-seller relationship; and (iii) strategies with respect to any other aspect of competition in your relevant market. If Inmar is advised or becomes aware of any improper conduct during the course of this forum, we will end this meeting immediately. We appreciate your willingness to participate and expect that each of you will abide by these ground rules.
- 9. Disruptive Conduct.** You acknowledge and agree that Inmar reserves the right to remove you from the Event if Inmar, in its sole discretion, determines that your presence or behavior create a disruption or hinder the Event or the enjoyment of the Event by other attendees. All Inmar badges are the property of Inmar and must be returned to Inmar upon request.
- 10. Photography, Recording, Live Streaming, and Videotaping.** Attendees may not record or broadcast audio or video of sessions at Inmar Forum. Inmar allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.

You will receive essential information for registered attendees electronically at the email address and mailing address that provided on your registration form.

In addition, you will also begin to receive the Inmar weekly email newsletter, if you were not previously on our mailing list. You may also be added to the Inmar SalesForce networking platform, if you are not already registered.

If you would like to opt out of any of these benefits, please contact us by e-mail at [forum@inmar.com](mailto:forum@inmar.com).

**11. Intellectual Property.** All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by Inmar, its parent company Inmar, Inc. or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written permission of Inmar, Inc.

For the avoidance of doubt, nothing in these Terms shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Inmar, Inc. or any of its affiliates; nor does these Terms grant to you any right or license to any other intellectual property rights of Inmar, Inc. or its affiliates, all of which shall at all times remain the exclusive property of Inmar, Inc. and its affiliates.

**12. Disclaimer of Warranties.** Inmar gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing these Terms, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an “as-is” basis. Neither Inmar nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.

**13. Limitation.** Except as required by law, neither Inmar nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with these Terms. The maximum aggregate liability of Inmar for any claim in any way connected with, or arising from, the Event or these Terms, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Inmar under these Terms.

**14. Cancellation.** In the event that the Event cannot be held or is postponed due to events beyond the control of Inmar, Inmar shall not be liable to the attendee for any damages, costs, or losses incurred, such as transportation costs, accommodations costs, or financial losses. Under such circumstances, an attendee may choose to have their registration fee refunded in full.

**15. Force Majeure.** Attendance at the Event is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Inmar, the Event hotel(s), or convention centers to provide the facilities and/or services for the Event, or make it illegal or impossible for the attendee to utilize the hotels or convention centers for the Event. A registration may be cancelled for any one or more of such reasons by written notice from Inmar to the attendee without liability on the part of Inmar.

**16. Miscellaneous.** These Terms and the relationship between you and Inmar are governed in all respects by the laws of the State of North Carolina, United States, without regard to its conflict-of-law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts of Forsyth County, North Carolina. If any provision of these Terms are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. By using the Site, you agree that regardless of any statute or law to the contrary, any cause of action or claim you may have with respect to the Site or these Terms must be commenced within one (1) year after the claim or cause of action arises or be forever barred. Inmar's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act

to modify any of these Terms. Inmar may assign its rights and duties under these Terms to any party at any time without notice to you.

## **Privacy Policy**

This Privacy Policy applies to [www.inmarforum.com](http://www.inmarforum.com) and any other website offered by us, which references or links to this Privacy Policy (collectively, the "Site"). This Privacy Policy does not apply offline and does not alter the terms of any other agreement that you may have with us. Your use of the Site reflects your acceptance of this Privacy Policy. If you disagree with any portion of this Privacy Policy, your sole remedy is to immediately discontinue using the Site.

- 1. Personal Information We Collect.** "Personal information" is data that can be used to uniquely identify or contact a single person. Personal information we collect may include your name, company name, home or business phone number, home or business mailing address, e-mail address and payment information, such as credit card number, security code and expiration date. For example, when you register for our services, we require you to provide certain information, including, without limitation, your name, business email address, title and company affiliation, and business mailing address. Or when you use the "Contact Us" link on the Site, we collect personal information you submit, such as your name, phone number and e-mail address. We may use links throughout the Site to provide you with the opportunity to contact us via e-mail to ask questions, request information and materials, or provide comments and suggestions. You may also be offered the opportunity to have one of our representatives contact you personally to provide additional information about our products and services. To do so, we may request additional personal information from you, such as your name, email address and telephone number, to help us satisfy your request.

By initiating any activity or transaction that uses financial information on our Site, you consent to providing your financial information to us and our service providers processing the transaction to the extent required to provide the payment services to you. When we collect payment information directly from you, like credit card numbers and expiration dates, we transmit this payment data directly from you to the credit card processing company and it is not stored by us.

- 2. Information We Receive from Third Parties.** We may receive information about you (including personal information) from third parties. For example, if you are on another website and you opt-in to receive information from us, that website will forward to us your e-mail address and other information about you so that we may contact you as requested. We may combine the information we receive from these third parties with information we collect through the Site. In those cases, we will continue to apply this Privacy Policy to any personal information received pursuant to this Privacy Policy, unless we have disclosed otherwise.
- 3. Cookies; Traffic Data.** Whenever you visit or interact with the Site, we, as well as our service providers, may use assorted technologies that automatically or passively collect information about how the Site is accessed and used. We refer to this information as traffic data. Traffic data may include browser type, device type used to access the Site (i.e., computer or mobile device), user browsing time, geographical data, unique number assigned to identify such device, operating system, application version, click path taken through the Site, your use of features or applications on the Site, and other publicly available information. This information helps us improve the Site, products and services. Traffic data is generally non-identifying, but if we associate it with you as an identifiable person, we will treat it as personal information.

Technologies we use on the Site to collect traffic data may include cookies (data files placed on your computer or other devices used to access the Site), mobile analytics software and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an e-mail, which indicates that a page or e-mail has been viewed). We may utilize a short-lived form of cookie when you visit the Site. A cookie is used to identify one unique visitor from another visitor during a particular session. A session is the period of active Site-use while that unique visitor is linked to our server. We may use cookie technology during a session as a tool to carry forward your input information. This enables the visitor to input their information once and have the information appear later. No personal information is stored on the cookie. A pixel tag may tell your browser to get content from another server. We, or our vendors, may place cookies or similar files on your computer

or other devices used to access the Site for security purposes, to facilitate Site navigation and to personalize your experience while visiting the Site. We also use this traffic data to maintain and help diagnose problems with our Site, to build up marketing profiles, to aid strategic development and to help administer and audit usage of the Site.

To learn how you may be able to reduce the number of cookies you receive from us, or delete cookies that have already been installed in your browser's cookie folder, please refer to your browser's help menu or other instructions related to your browser. If you do disable or opt out of receiving cookies, please be aware that some features and services on the Site may not work as intended and you may not have access to all of the services and features we may offer.

4. **Do Not Track Requests; Third Party Tracking.** We do not presently have the capability to omit you from usage analytics to the extent your browser only sends us a "do not track" message and does not otherwise screen you from tracking without any action on our part. Third parties, other than our vendors (such as our website analytics provider), do not have authorization from us to track which websites you visited prior to and after visiting the Site. That said, we cannot control third party tracking and there may be some third party tracking that occurs without our knowledge or consent.
5. **How We Use Information We Collect.** We collect and use your personal information for a variety of business purposes, including to respond to your requests, to provide the products and services that you request, to communicate with you about our services, to fulfill and complete your transactions, to provide you with information about our products, services and offerings, and to do all things necessary to administer the Site and our services, and manage, protect and improve them. We also use your personal information to offer coupons, and administer surveys, polls, loyalty programs, and other promotional events.
6. **Information We Share with Others.** We may use or disclose your personal information and other information we collect to affiliates or subsidiaries that require access to your personal information for business purposes. We may disclose your personal information and other information to third parties to protect the security and integrity of the Site, to correct technical problems and malfunctions on the Site, to technically process your information, to process and collect payments, to provide products and services, to help us market our products and services, to provide analytics or to take precautions against liability. We also may provide your personal information to vendors who provide services on our behalf, such as our third-party payment processor or our service provider who verifies your account registration information. If you request services via a mobile device, your request will be transmitted via your mobile carrier's network and your carrier may have access to it. Consult your carrier's privacy policy for additional information.

We reserve the right to transfer any information we have about you in connection with a sale, merger, consolidation, change in control, transfer of assets, reorganization or liquidation of our business. We reserve the right to disclose any personal information as needed if that information is requested by law enforcement agencies or if we are required to do so by law, treaty, regulation, subpoena, court order, or by a government entity. We also may disclose your personal information to third parties if we have reason to believe that disclosing such information is necessary to conduct investigations of possible breaches of law, to cooperate in any legal investigation, or to identify, contact, or bring legal action against someone who may be violating any agreement with us.

7. **Security.** We use reasonable precautions, including technical, administrative, and physical procedures, to protect personal information from loss, misuse, or alteration. Although guaranteed security does not exist on the Internet or offline, we make commercially reasonable efforts to handle such information consistent with this Privacy Policy and applicable laws. Due to the design of the Internet and other factors outside our control, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties.
8. **Changes in Personal Information; Opt-Out.** If you wish to correct or update your personal information, please contact us by email at [forum@inmar.com](mailto:forum@inmar.com), or, if you have an online account, you may be able to log into your account and update certain account information. We may not be able to correct or update your personal information previously provided by us to third parties. If you receive any promotional e-mail communication from us, you will be given the option to "unsubscribe" from

receiving further e-mail communications from us at any time. Your option not to receive promotional and marketing material will not preclude us from corresponding with you, by e-mail or otherwise, regarding your existing or past business relationships with us, and will not preclude us from accessing and viewing your personal information in the course of maintaining and improving the Site and our services.

- 9. Third Party Links.** The Site may contain links to third party websites that are not controlled by us. These links are made available to you as a convenience, and you agree to use these links at your own risk. Please be aware that we are not responsible for the privacy practices or content of such third party websites. Our Privacy Policy only applies to information we collect from you while you are on the Site. If you navigate to a third party website from the Site, we strongly encourage you to review and become familiar with that third party website's own privacy policy and statements. Use of third party social networking websites, such as Twitter, Facebook and LinkedIn, are governed by the privacy policies and practices of those websites.
- 10. Children.** The Site is not intended for use by children in the United States under the age of 18, and we do not knowingly collect personal information from such individuals. If we learn that we have collected the personal information of any such individual, we will take steps to delete the information as soon as possible. Children under the age of majority in any jurisdiction outside of the United States should not provide any personal information without their parent's consent.
- 11. Notice to Residents of Countries Outside the United States.** We are headquartered in the United States. Personal information may be accessed by us or transferred to us in the United States or to our affiliates, business partners, or service providers elsewhere in the world. If you are located outside of the United States, be advised that any information you provide to us will be transferred to and stored in the United States and that, by submitting information to us, you explicitly authorize its transfer and storage within the United States. We will protect the privacy and security of personal information according to this Privacy Policy regardless of where it is processed or stored.
- 12. Your California Privacy Rights.** Pursuant to Section 1798.83 of the California Civil Code (the "Shine the Light Law"), residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of personal information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information in the immediately preceding calendar year. To access this information, write to Inmar Senior Webmaster, 635 Vine Street, Winston-Salem, North Carolina 27101, Attention: CA Privacy Requests, or email [forum@inmar.com](mailto:forum@inmar.com). We will endeavor to respond to such requests within a reasonable time by providing a report that includes the information required by applicable law. Please be advised that we are not required to respond to requests from any individual resident under the Shine the Light Law more frequently than once per calendar year.
- 13. Changes to Privacy Policy.** We reserve the right to change or replace this Privacy Policy at our sole discretion at any time. In the event this Privacy Policy should materially change, we will generally notify our users by posting a notice of such change in a separate section of this Privacy Policy. Your continued use of any of the Site following the posting of changes to our Privacy Policy means you accept those changes. If you do not consent to our privacy practices as described in the revised version of the Privacy Policy, please do not use the Site in any manner, and we will continue to treat previously collected information in accordance with the privacy practices described in the applicable, prior version of this Privacy Policy or as otherwise required by applicable law.
- 14. Contact Us.** We welcome your questions and comments about our Terms or Privacy Policy. Please contact us at [forum@inmar.com](mailto:forum@inmar.com).