

# GS1 CONNECT® 2023 SESSION EVALUATION GIVEAWAY

## Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR WITHIN THE TIMEFRAME SPECIFIED IN THE INITIAL NOTICE FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).**

BY ENTERING OR OTHERWISE PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE "OFFICIAL RULES", WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. ELIGIBILITY:** The GS1 CONNECT® 2023 Session Evaluation Giveaway (the "Sweepstakes") is open only to individuals, who areas of the date and time of entry: (i) legal residents of any one (1) of the fifty (50) United States or the District of Columbia; (ii) who are at least the age of majority in his or her state or jurisdiction of primary residence; and (iii) who are in attendance at the live GS1 Connect Conference 2023 taking place from June 5-7, 2023 or view the Conference via the mobile app (the "Conference"). Employees, officers, directors, members, managers, agents and representatives of GS1 US, Inc. ("Sponsor"), and their respective parents, partners, divisions, subsidiaries, affiliates, advertising, promotion and public relations agencies and prize providers (collectively, the "Sweepstakes Entities"), and such employee's, officer's and director's immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, family members are defined as spouse, partner, mother, father, legal guardian, in-laws grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor. Void where prohibited by law.

**2. ENTRY PERIOD:** Eligible individuals may enter the Sweepstakes at any time beginning at 9:30:00 a.m. Eastern Standard Time ("EST") on June 6, 2023 until 5:00 p.m. EST on June 30, 2023, (the "Sweepstakes Period") by following the instructions in the "How To Enter" Section below.

**3. HOW TO ENTER:** During the Sweepstakes Period, eligible individuals can receive one (1) entry for each session evaluation form submitted per day into the Sweepstakes during the Conference by completing the session evaluation available within the session on the mobile app.

Limit one (1) entry per evaluation in the Sweepstakes per person. Those who do not abide by these Official Rules and other instructions of Sponsor will be disqualified. Entries may not be purchased, sold, bartered, auctioned (including through internet auction sites), given away, traded or obtained through any source other than through the methods, if any, described in these Official Rules. Sponsor's designated clock will be the official timekeeper for this Sweepstakes. Any attempt made to submit entries in excess of any limit or otherwise in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified. Those who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules will be disqualified. Entries that are delayed due to technical issues such as internet connection or other similar problems or the entry is otherwise corrupted, damaged, false, forged, copied, altered, incomplete, lost, late, misdirected, mutilated, illegible, garbled or otherwise not in compliance with these Official Rules may not be accepted and will be void.

**4. ODDS, WINNER SELECTION AND CLEARANCE:** Odds of winning the Sweepstakes will depend on the total number of eligible entrants that participate in the Sweepstakes.

There will be two (2) winners in this Sweepstakes. Each potential winner will be selected through a random drawing on or about August 2, 2023, from all eligible entries received until June 30<sup>th</sup>, 2023 in accordance with these Official Rules. Each winner will receive a complimentary registration to the 2023 GS1 US GS1 Connect Conference. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. Each potential winner of the Sweepstakes will be notified using the information provided during entry via email, subject to confirmation that they meet the eligibility requirements set forth in these Official Rules. Registrant will be notified in a commercially reasonable time after the drawing. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information.

The potential winner may be required to complete, sign, have notarized (if requested) and return an affidavit of eligibility and liability/publicity release (unless prohibited by law) and tax forms, without alteration, within the time frame specified by Sponsor (which may require providing winner's Social Security Number or FEIN Number and/or state-issued identification number and/or copy thereof) (collectively, the "Winner Documents"), or the prize may be forfeited. In the event of noncompliance with these requirements, the prize may be forfeited in Sponsor's sole discretion. The Winner Documents are subject to verification by Sponsor. If any prize or Sweepstakes- related communication is rejected, faulty, or returned as undeliverable, if the potential winner does not respond according to Sponsor's instructions in the winner notification or otherwise, or if the potential winner fails to comply with these Official Rules, the prize will be forfeited in Sponsor's sole discretion and the prize may go un-awarded. To claim a prize, the winner must follow the directions of Sponsor.

to receive their prize. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

**5. PRIZE:** There will be two (2) winners in this Sweepstakes. Each potential winner will be selected through a random drawing on or about August 2, 2023. Each winner will receive a complimentary GS1 US GS1 Connect 2023 Conference registration. Each prize awarded has an approximate retail value ("ARV") of \$2,100. **THE PRIZE DOES NOT INCLUDE TRAVEL TO/FROM THE CONFERENCE AND WINNERS WILL BE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES RELATED THERETO.** If the actual value of the prize is less than the stated ARV, the difference will not be awarded.

Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with their prize, the Sponsor may elect, to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event the prize winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to not award the prize to such individual. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether it, in whole or in part, is used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which they reside, in the name of their parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. Prize, if legitimately claimed, will be awarded. No more than the stated number of prizes will be awarded. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize.

**6. LIMITATION OF LIABILITY: EACH PARTICIPANT AGREES TO RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDED OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**7. ADDITIONAL DISCLAIMERS:** Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any lost, late, incomplete, illegible, garbled, mutilated, or misdirected entries, e-mail, mail, or Sweepstakes-related correspondence or materials; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected, as determined by Sponsor, in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

**8. GENERAL RULES:** By accepting a prize (except where prohibited by law), the winner grants the Sweepstakes Entities the irrevocable, sub-licensable, absolute right and permission to use, publish, post or display his or her name, any information included on his/her entry, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without

any limitation of time and without notice, review or approval **and winner releases all Released Parties from any and all liability related thereto.** Nothing contained in these Official Rules obligates Sweepstakes Entities to make use of any of the rights granted herein and each winner waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. Sponsor reserves the right to alter or cancel the Sweepstakes at any time without notice. Any element of this Sweepstakes may be void where prohibited by law. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from them and that person may be prosecuted to the full extent of the law.

**9. DISPUTES/GOVERNING LAW:** Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Sweepstakes Entity, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10), and entrant further waives all rights to have damages multiplied or increased.

This Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of New Jersey, without reference to its conflicts of law principles. Any legal actions, suits or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Mercer County, New Jersey, and each entrant accepts and submits to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of or related to this Sweepstakes.

**10. WINNER'S LIST/OFFICIAL RULES:** To find out who won, send a self-addressed stamped envelope before October 2, 2023 to: GS1 US, Inc., c/o GS1 Connect 2023 Session Evaluation Giveaway, Attn: Winners List or Official Rules, 300 Charles Ewing Boulevard, Ewing, New Jersey 08628. Only one (1) request of either type per outer envelope will be fulfilled. Vermont residents may omit return postage with Official Rules requests.

**11. SPONSOR:** GS1 US, Inc., 300 Charles Ewing Boulevard, Ewing, New Jersey 08628.

**12. HEALTH AND SAFETY 2023.** GS1 US reserves the right to enforce health and safety protocols established by the CDC, GS1 US and federal, state, and local government agencies and GS1 US reserves the right to make changes in compliance in these protocols at its sole discretion in advance of the Event. You expressly understand and agree that You assume all risks associated with, resulting from or arising in connection with Your participation in the Event. Participation in the Event involves inherent risks of accidents, property loss/damage, serious personal and bodily injury, death, and severe personal and economic losses which may arise from Your or other's actions or negligence. You have considered the risks involved and are voluntarily choosing to assume these risks. You acknowledge that You are participating in the Event during the coronavirus/COVID-19 endemic which has been recognized as a local, state, national and international emergency and that You are undertaking the risk of contracting the COVID-19 virus and acknowledge, understand and agree that that risk cannot be eliminated and accept and agree to assume responsibility for these risks and any resulting damage.

**13. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Winner Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Winner Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.