

GS1 Connect 2023: Ascend

UPDATED: 2D, RFID – What’s In It for Me? - Test Your Knowledge Leaderboard Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. 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. POTENTIAL WINNER MUST BE PRESENT AT TIME OF WINNER ANNOUNCEMENT TO RECEIVE HIS/HER PRIZE.

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

1. ELIGIBILITY: The GS1 US Connect 2023: Ascend 2D, RFID – What’s In It for Me? - Test Your Knowledge Leaderboard Contest : (the “**Contest**” or “**Leaderboard**”) is open only to individuals, who are as of the date and time of registration: (i) legal residents of any one (1) of the contiguous 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 GS1 Connect 2023: Ascend, taking place June 5 -7th, 2023 (the “**Conference**”). Individuals must provide an accurate email address during the Conference registration. Employees, officers, directors, members, managers, agents and representatives of GS1 US, Inc. (“**Sponsor**”), and each of their respective parents, partners, divisions, subsidiaries, affiliates, advertising, promotion and public relations agencies and prize providers (collectively with Sponsor, the (“**Contest 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 eligible to play, but not eligible to win a prize. For purposes of this Contest, “family members” are defined as spouse, partner, mother, father, legal guardian, in-laws’ grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Contest 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. HOW TO ENTER:

- a. By attending the Conference, entrants will have the opportunity to earn points at the 2D, RFID – What’s In It for Me? - Test Your Knowledge Leaderboard Contest located in the exhibit area of the GS1 Connect unified Space in the Aurora Ballroom by answering trivia questions on an iPad which will be provided by Sponsor.
- b. Each attendee’s name and company name will act as their unique identifier within the leaderboard.
- c. Each attendee will be awarded points for answering trivia questions correctly.
- d. Attendees may participate as frequently as they want during the three days of the Event.
- e. A leaderboard on the monitor in the Future of Data Carriers HQ area will show the ranking point earners.
- f. All entrants must follow the instructions in the “How to Play” Section below.

3. HOW TO PLAY:

- a. On June 5, 2023 beginning at 8:00 PM Eastern Daylight Time, entrants may visit the 2D, RFID – What’s In It for Me? - Test Your Knowledge Leaderboard Contest within the exhibit area of the GS1

Connect Unified Space in the Aurora Ballroom and Exhibit Hall at the Gaylord Rockies Resort & Convention Center.

b. At the start of the conference (June 5th, 2023 8pm EDT) through the close of the conference will be considered the “Entry Period” (June 7th, 2023 4:15pm EDT), and entrants will have the opportunity to answer trivia questions on iPads supplied by Sponsor to earn points competing against other Contest participants attending the conference. Entrants scores will be tallied cumulatively over the days of the Event.

c. The top three (3) point leaders in the Contest at the close of the entry period at 4:15pm EDT on Wednesday, June 7, 2023 will be named winners of the contest and notified of their status and prize distribution via email from GS1Connect@gs1us.org.

d. The person with the most cumulative points as of 4:15pm EDT on June 7, 2023 will be the First Place Winner and awarded a pair of Apple Air Pods Max with an approximate retail value (ARV) of \$549.00 USD. The entrant receiving the second most points at the close of the entry period will be the Second Place Winner and will be awarded an Apple Watch Series 8 with an approximate retail value (ARV) of \$399.00. The entrant receiving the third most points at the close of the entry period will be the Third Place Winner and will be awarded a Meta Quest 2 VR headset with an approximate retail value (ARV) of \$399.00.

4 . GAME RULES:

a. Entrants must be present and participating in the 2D, RFID – What’s In It for Me? - Test Your Knowledge Leaderboard Contest located within the Future of Data Carriers HQ area designated at the Event. In order to earn points. Up to (4) participants can play at once on the Sponsor-provided iPads. within the Future of Data Carriers HQ area. Entrants must enter their full name on the iPad to begin the game. Entrants have the opportunity to answer 10 trivia questions. Each correct answer will earn the entrant up to (25) points. The top (3) entrants who answers the most correct answers in the fastest time throughout the entry period will win a prize. The Leaderboard software’s internal algorithm will track entrant submission scores and times and rank them in order of highest point values first. Ties will be automatically determined based on submission times.

c. Prizes will be awarded to the top (3) point earners. Any ties in points are resolved through time to complete answers. Entrants who answer the most correct answers in the least amount of time will rank higher. The leaderboard software will track answer submissions down to the millisecond. Leaderboard report totals will be a cumulative total beginning 8pm EDT on June 5, 2023 and closing at 4:15pm EDT on June 7, 2023.

d. Limit one (1) entry in the Contest per person. Participation may not be made jointly or by any group and may only be made by an individual. Sponsor’s designated clock will be the official timekeeper for this Contest. 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.

e. Those who do not abide by these Official Rules and other instructions of Sponsor 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. As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest Game and complying with applicable laws, regulations and rules. Sponsor's use of personal data will be in compliance with Sponsors Privacy Policy located at <https://www.gs1us.org/privacy-policy> and Terms of Use located at <https://www.gs1us.org/terms-of-use>. 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 requested by Sponsor, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

5. CLAIMING THE PRIZE:

- a. Three (3) total Entrants will be eligible to win a prize.
- b. Prizes are limited to the top three (3) top point earners during the entry period or participation in the 2D, RFID – What's In It for Me? - Test Your Knowledge Leaderboard Contest at GS1 Connect.
- c. The first-place winner will receive a prize worth up to five hundred forty-nine dollars (\$549, second place and third place will receive a prize worth up to three hundred ninety-nine dollars (\$399) each subject to the terms and conditions herein.
- d. Winning entrants will be notified by their registered email address by June 14, 2023.
- e. Points earned after 4:15pm EDT on June 7, 2023 will not apply to entrants' daily total.
- f. Prizes will be sent via UPS to the Winners within 30 days post-event.
- g. All prizes are 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 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 approximate retail value ("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.

6. WINNER'S OBLIGATIONS: 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, or if a minor in the jurisdiction in which s/he resides, in

the name of his/her 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. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize. 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. The total ARV of all of the prizes awarded in this Contest is: One Thousand Three Hundred Forty-Seven of all prizes (\$1,347).

6(a). COMPLIANCE WITH OFFICIAL RULES

a. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation of these Official Rules. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

7. REPRESENTATIONS AND WARRANTIES: By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant that Sponsor determines does not comply with these Official Rules. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.

8. ODDS, WINNER SELECTION AND CLEARANCE: Odds of winning a prize in the Contest will depend on the total number of eligible entrants that participate in the Contest.

There will be three (3) winners selected in this Contest. The potential winners will be determined through a review of all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information.

9. RELEASE REQUIRED: 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 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 Game-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 Attendee Leaderboard Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

10. INDEMNIFICATION: BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES TO RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CONTEST ENTITIES AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, COSTS (INCLUDING ATTORNEYS' FEES), LOSSES, DAMAGES, FINES OR INJURIES (UP TO AND INCLUDING BODILY INJURY AND DEATH) OF ANY KIND ARISING OUT OF OR RELATED TO: (I) ENTRANTS' PARTICIPATION IN THE CONTEST (INCLUDING TRAVEL TO/FROM ANY CONTEST ACTIVITY); (II) ANY ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, LOSSES, DAMAGES OR INJURIES TO ENTRANT'S OR ANY OTHER PERSON'S EQUIPMENT OR OTHER PROPERTY, OR TO THEIR PERSONS, INCLUDING THOSE ARISING FROM ANY TRAVEL TO/FROM ANY PRIZE EVENT OR ACTIVITY); (III) THE RELEASED PARTIES' VIOLATION OF RIGHTS OF PUBLICITY OR PRIVACY, CLAIMS OF DEFAMATION OR PORTRAYAL IN A FALSE LIGHT OR BASED ON ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY; AND (IV) ANY TYPOGRAPHICAL, HUMAN OR OTHER ERROR IN THE PRINTING, OFFERING, SELECTION, OPERATION OR ANNOUNCEMENT OF ANY CONTEST ACTIVITY AND/OR PRIZE. 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."

11. 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 Contest-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 Contest-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 Contest 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. .

12. GENERAL RULES: By accepting a prize (except where prohibited by law), the winner grants the Contest 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 Contest 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 Contest, 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 Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from using the Contest. 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 Contest. 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 Contest-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 Contest 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 Contest at any time without notice. Any element of this Contest 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 Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest 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 him or her and that person may be prosecuted to the full extent of the law. ANY ATTEMPT BY A PERSON TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

13. DISPUTES/GOVERNING LAW: Except where prohibited, as a condition of participating in this Contest, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Contest Entity, claims and causes of action arising out of or connected with this Contest, 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-pocket expenses (if any), not to exceed ten dollars (\$10.00), and entrant further waives all rights to have damages multiplied or increased.

This Contest 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 Contest (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 Contest.

14. WINNER'S LIST/OFFICIAL RULES: To find out who won or for a copy of these Official Rules, send an email to gs1connect@gs1us.org before August 9, 2023.

15. SPONSOR: GS1 US, Inc., Princeton South Corporate Center, 300 Charles Ewing Boulevard, Ewing, New Jersey 08628.

16. 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.