

**GS1 CONNECT® 2023 EARLY
REGISTRATION VIP INCENTIVE OFFER**

TERMS AND CONDITIONS

- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **LIMITED QUANTITIES AVAILABLE. OFFER ITEMS ARE AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS AND “WHILE SUPPLIES LAST” BASIS.**
- **VOID WHERE PROHIBITED BY LAW.**

BY PARTICIPATING IN THE OFFER, PARTICIPANTS AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE OFFER PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The GS1 Connect® 2023 Early Registration VIP Incentive Offer (“Offer”) is open only to individuals who register to attend the GS1 Connect 2023 conference, taking place on June 5-7, 2023, in Denver, Colorado (“Conference”) prior to the conclusion of the Offer Period (defined below) and are not employees, officers or directors of GS1 US, Inc. (“Sponsor”) or otherwise entitled to receive a free pass to attend the Conference (e.g., speakers, sponsors, consumer advocacy board members, exhibitors, etc.). For purpose of this Offer, the “Offer Parties” are Sponsor, GS1 AISBL, and each of their respective parent companies, affiliates, subsidiaries, advertising, fulfillment and marketing agencies. By participating in the Offer, each participant unconditionally accepts and agrees to comply with and abide by these “Terms and Conditions” and the decisions of Sponsor, including the interpretation of these Terms and Conditions and its exercise of discretion, which will be final and binding in all respects.
2. **OFFER PERIOD:** The Offer begins on or about 9:00 a.m. Eastern Time (“ET”) on February 13, 2023 and ends at 5:00 p.m. ET on March 31, 2023 or while supplies last (the “Offer Period”).
3. **HOW TO PARTICIPATE IN THE OFFER:** To participate in the Offer, during the Offer Period, an eligible individual must purchase a registration to attend the Conference (each, a “Qualifying Purchase”) on <https://www.gs1us.org/education-and-events/events/gs1-connect> (the “Website”). Upon visiting the Website and submission of your Conference registration, attendee will receive receipt of registration in the form of a confirmation email from the conference: GS1Connect@gs1us.org and all the Offer Items will be made available on a first-come, first-served, while supplies last basis, as further detailed in Section 4 below. Note, official Conference communications will only be sent from GS1Connect@gs1us.org.

Limit of one (1) redemption per person will be accepted during the Offer Period. Subsequent attempts made by the same individual to submit multiple Offer redemptions by using multiple or false contact information, accounts or otherwise may result in the participant being disqualified. Redemptions that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified at Sponsor’s sole and absolute discretion. Redemptions submitted by participants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their registration form, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified.

4. **OFFER ITEMS/OFFER ITEMS RESTRICTIONS:** The “Offer Items” to be awarded in connection with this Offer are as follows: (i) one (1) copy of the Conference’s Keynote Speaker’s book, with an approximate retail value (“ARV”) of: eighteen dollars (U.S. \$18.00); (ii)

one (1) complimentary hotel night stay added (the night prior to the beginning of the Conference) to recipient's existing hotel reservation at The Gaylord Rockies Resort and Convention Center for Sunday, June 4, 2023, with an ARV of three hundred fifty six dollars (U.S. \$356.00); and (iii) 'VIP status' throughout the Conference as denoted by the Conference registrant's attendee name badge, which will include the receipt of the VIP attendee registration bag at the Conference, with an ARV of twenty-five dollars (U.S. \$25.00). **Offer Items are available on a first come, first served basis. Offer Items are subject to availability and only available while supplies last.** Offer Items will be provided to an eligible recipient in the following distribution, Keynote Speaker's book within the VIP attendee registration bag distributed at the Conference no later than Wednesday, June 7, 2023. Complimentary hotel night stay will be added to recipient's existing hotel reservation at The Gaylord Rockies Resort and Convention Center provided the recipient makes their hotel reservation by the Conference cutoff date of May 12, 2023, by 5:00 PM local, mountain time. Hotel room and tax for one night, Sunday, June 4, 2023, will be applied to the Conference master account with the Gaylord Rockies Resort and Convention Center. Hotel confirmation numbers will remain the same. Recipient will be responsible for any incidental charges incurred for the duration of their stay. Hotel reservations made after the Conference cutoff date are not guaranteed to receive their complimentary hotel night. Official communications for this Offer will only come from GS1Connect@gs1us.org. Companies advertising housing blocks or other offers other than the GS1 Connect Conference Team and Passkey are not approved by GS1 Connect.

To the extent that Sponsor runs out of complimentary hotel nights during the Offer Period (since Offer Items are available on first-come, first served, "while supplies last" basis"), Sponsor reserves the right to stop offering the free additional hotel night and continue offering the other Offer Items in its sole discretion. Offer recipients must stay at the Gaylord Rockies Resort and Convention Center and have an existing reservation at the hotel to receive the additional night Offer Item. Individuals will not receive any alternative item or cash value if the hotel night is not available. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, providers of Offer Items or any other persons providing any related services or accommodations. Recipients of Offer Items are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Hotel regulations and conditions apply.

Offer Items are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. Details of Offer Items not specified in these Terms and Conditions will be determined in Sponsor's sole and absolute discretion. Offer Items details and availability are subject to change and provider's rules and restrictions, and in the event that Sponsor is unable to provide the recipient with his or her Offer Items, the Sponsor may elect to provide recipient with the approximate value of such item in cash or award an alternate item of comparable or greater value. All Offer Items 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). Recipients of Offer Items will be solely responsible for all applicable international, federal, state and/or local taxes, and for any other fees or costs associated with the Offer Items they receive, regardless of whether they, in whole or in part, are used. The ARV of each Offer Item is based on available information provided to Sponsor and the value of any Offer Item awarded to a recipient may be reported for tax purposes as required by law. The recipients may be required to provide Sponsor with a valid social security number before the Offer Items will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of recipients, for the actual value of the Offer Items received. Unclaimed Offer Items will be forfeited. The Offer Parties are not responsible for and will not replace any lost, mutilated, or stolen Offer Items or any Offer Item that is undeliverable or does not reach the recipient because of an incorrect or changed address. The Offer Parties are not responsible for and recipient will not receive the difference, in any, between the actual value of the Offer Items at the time of award and the stated ARV in these Terms and Conditions

or in any Offer-related correspondence or material. Limit of one (1) set of Offer Items per person.

If, for whatever reason, the Conference is cancelled after the Offer Items are awarded, Sponsor's liability for the Offer Items are limited only to the non-event portions of the Offer Items. No compensation will be paid in lieu of the cancelled Conference. The recipient is strictly prohibited from selling, auctioning, trading or otherwise transferring the Offer Items unless Sponsor consents in writing. In the event recipients (and/or his or her companion(s) (if applicable)) of any Recipient Items engage in behavior that (as determined by Sponsor or any Offer Item 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 terminate the applicable experience early. Decisions regarding the conduct of the Recipients of Offer Items and guest(s) (if applicable) in all aspects of their participation in the event/activity will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects. Recipients may be removed or disqualified from participating in any aspect of the Conference for any reason at any time, including, without limitation, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act. If a recipient or guest of the Conference who, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the event and recipient consents to such removal.

5. **GENERAL:** Subject to applicable law, each participant hereby expressly grants to the Offer Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Offer, in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the Offer Items to the recipients. The Offer Parties do not assume any responsibility for any disruption in the Offer, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Offer materials and the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern, and control. All decisions as to these Terms and Conditions and interpretations thereof are exclusively within the sole discretion of the Offer Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Offer by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Offer by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Offer or Offer Items. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Offer should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Offer; or (b) to disqualify any participant found to be, or suspected of: (i) tampering with the redemption process or the operation of the Offer; (ii) acting in violation of these Terms and Conditions; or (iii) acting in an unprofessional manner.
6. **CONDUCT:** The Offer Parties are not responsible for the actions of participants in connection with the Offer, including participants' attempts to circumvent the Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Offer. The Offer Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Offer, or to be acting in any manner deemed by the Offer Parties to be in violation of the Terms and Conditions, or

to be acting in any manner deemed by the Offer Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A PARTICIPANT, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE OFFER PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Offer Items of) any individual who is found to be, or suspected of, acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 7. WAIVERS AND DISCLAIMERS:** The Offer Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Offer; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Offer; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Offer, including, without limitation, errors or difficulties which may occur in connection with the administration of the Offer, the processing of entries, social networking posts, or registrations, the announcement of the Offer Items, or in any other Offer-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Offer. If, for any reason, the Offer (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, then the Offer Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Offer in whole or in part.
- 8. RELEASES:** All participants, as a condition of participation in this Offer, agree to release, discharge, indemnify and hold harmless the Offer Parties and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Offer (including travel to/from any Offer activity); (ii) the receipt, ownership, use or misuse of the Offer Items awarded, including any travel associated with any Offer Items; (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; or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Offer activity and/or Offer Items.
- 9. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or the Released Parties in connection with the Offer will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY PARTICIPATING IN THE OFFER, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE OFFER, OR ANY OFFER ITEM AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 10. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of New Jersey, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Offer shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Ewing, New Jersey. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New Jersey. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 11. INFORMATION AND OFFER COMMUNICATIONS:** As a condition of participating in the Offer, each participant 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 Offer and to comply with applicable laws, regulations and rules. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Offer. By participating in the Offer, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.gs1us.org/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Terms and Conditions, these Terms and Conditions shall control and govern.
- 12. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Terms and Conditions or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions or the Affidavit 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 Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. 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 Offer-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. The Terms and Conditions may be modified and/or we may cease offering the Offer at any time. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR PARTICIPATION IN THE OFFER AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS.

SPONSOR: GS1 US, Inc., 300 Charles Ewing Boulevard Ewing, NJ 08628. Reference to third parties in connection with gifts, rewards and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Offer.