

REGISTRANT TERMS AND CONDITIONS

These terms and conditions constitute a contract between the person specified on the registration form ("you" or "your") and Winsight, LLC ("we," "us," or "our") and govern your registration, attendance, and participation in the National Restaurant Association Show 2025 ("Event"). Please read them carefully as they contain important information. By submitting your registration to attend the Event ("your registration"), you agree to be bound by these terms to the exclusion of all other terms. We cannot accept your registration if you do not agree to be bound by these terms and conditions. If you register for someone else, they must know and agree to these terms and conditions. You may not purchase registrations as an agent for any third party or sell or exploit the registration commercially or non-commercially in any way.

1. Registration Confirmation

Your registration, whether submitted by you or on your behalf, is subject to our written acceptance (including email). A binding contract between us and you will only be formed when we send you written confirmation of acceptance ("**Confirmation**" or "**Confirmed**") using the contact details you supply when you register. You should contact us if you do not receive Confirmation within 5 days of your registration. If we do not notify you otherwise, we will consider your registration accepted after 14 days of receiving it. We may refuse to accept your registration at our sole discretion. Your registration allows you to enter the Event. You are solely responsible for covering all costs related to your attendance, including travel and accommodation expenses, and we are not liable or obligated for any of these expenses.

2. Fees and Payment Terms

- 2.1 Fees for the Event are specified in the registration form ("**your fees**"). Your fees must be paid in full according to our payment terms and clear at least 48 hours before the Event. If your fees are not paid in full before the Event, we may require payment for access or deny access (physical or virtual) at our discretion. No refunds of any proportion of your fees will be made, and any balance of your fees will remain due and payable where access to an Event is refused under this Section 2.1.
- 2.2 Discounts cannot be combined and must be applied during registration. Our approval is required for all discounts.
- 2.3 The prices for the Event are accurate upon publication. We can change prices anytime, but previously Confirmed registrations will not be affected.
- 2.4 Your fees may have taxes added, like sales tax, value-added tax, service tax, or withholding tax. If applicable, taxes will be charged to you in addition to your fees (including any amount necessary to "gross up" for taxes on the increase itself).

3. Cancellations and Substitutions by You

When you register for the Event online, you authorize us to charge your credit card for the fees incurred. To cancel your registration and get a refund for fees paid, send a cancellation request to restaurant@maritz.com before April 7, 2025. To request a refund, please provide your registration details and the reason for cancellation. Your fees are nonrefundable after April 7, 2025, and no refunds will be issued after that date, even if you cancel due to illness, travel, visa issues, or any other reason.

Substitutions may be arranged at our sole discretion by submitting a written request. Include the substitute's contact information, such as their name, company, phone number, and email. Once on-site registration opens, the badge registration letter and identification must be brought to on-site registration for a substitution. Please note that a substation will not be allowed if a badge has already been used, and sharing badges is not allowed. The substitute must be from the same company as the original registrant.

You acknowledge the refund of your fees under this Section 3 is your sole remedy and our sole liability and obligation regarding any cancellation of your registration by you, and we expressly disclaim all other liability.

4. Changes to or Cancellation of the Event

- 4.1 We may, in our sole discretion, change the format (including from an in-person Event to a virtual Event), speakers, participants, content, venue location, program, or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
- 4.2 We may, in our sole discretion, change the date or cancel the Event at any time for any reason. If we change the date or cancel the Event for any reason other than for a Force Majeure Event (in which case Section 4.3 applies), your registration will be transferred to any rescheduled or substitute Event we choose at our sole discretion. If you inform us in writing within 21 days after being notified of the rescheduled or substitute Event that you do not wish to attend, or if we choose not to rearrange or reschedule the Event, you may choose to receive either a credit or a refund of the fees you paid as your only remedy. After the 21-day notification period, you may only cancel your registration under Section 3.
- 4.3 Where a Force Majeure Event has or may have in our sole discretion an adverse impact on (i) our ability to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then we may but are not obligated to in our sole discretion either: (a) provide an alternative format (including virtual), facility or venue for the Event; and/or (b) reschedule the Event. We will apply any fees we receive to the rearranged or rescheduled Event, and you cannot object to or request a refund or other compensation. If we are unable or choose not to rearrange or reschedule the Event, then you will (as your sole remedy) be entitled, in your sole discretion, to receive either a refund or credit for your fees we received.
- 4.4 If, because of any Force Majeure Event, we are delayed in or prevented from performing any of our obligations to you under these terms and conditions or otherwise, then such delay or nonperformance shall not be a breach of these terms and conditions, and no loss or damage shall be claimed by you by reason thereof. During a Force Majeure Event, our responsibilities will be suspended, and both parties will work together to reduce the impact.
- 4.5 "Force Majeure Event" means any event or circumstance beyond our reasonable control (including governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including epidemic and pandemic (*e.g.*, COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labor disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable event or circumstance).
- 4.6 These terms and conditions shall equally apply to any rearranged or rescheduled Event we organize under Sections 4.2 or 4.3
- 4.7 To the fullest extent allowed by applicable law, we will not be liable to you for any loss, delay, damage, or other liability incurred resulting from or arising in connection with the cancellation, rescheduling, or change of the Event. You acknowledge and agree that the provisions of Sections 4.1, 4.2, and 4.3 are your sole remedy and our sole liability and obligation should the Event be changed in any way, rescheduled, or canceled, and we expressly disclaim all other liability.

5. Consequences for Breach

In our sole discretion, we can deny entry to anyone or remove them from the Event if they do not follow the rules or if we believe they pose a security risk or disturbance. You agree to comply with all reasonable instructions issued by us, the venue, or our contractors.

6. Consent to Official Photography and / or Recording at Events

Unauthorized photography, recording, or transmission of audio or visual material, data, or information is strictly forbidden.

By registering, attending, or participating in the Event, you consent to our recording, photographing, and otherwise reproducing in any form (including digital formats) the Event, which may include recording, filing, photographing, or otherwise capturing your name, image, likeness or voice (the "**Content**"). You consent to our and our designees recording, photographing, transcribing, modifying, reproducing, publicly performing, displaying, distributing, redistributing, and transmitting in any form and for any purpose such Content anywhere in the world. You acknowledge and agree that we are the exclusive owner of all rights in the Content and hereby waive all (a) rights in and to such Content, including any moral rights, and (b) claims that you may have related to or arising from the Content or its use. For clarity, nothing in these terms and conditions or your registration for, attendance at, or participation in the Event vests in you any legal or beneficial right to the Content or to any trademarks or other intellectual property rights owned or used under license by us or any of our affiliates or contractors or grant to you any right or license to any other intellectual property rights of ours or our affiliates or contractors, all of which shall at all times remain our or our affiliates or contractors exclusive property.

7. Data Privacy

We will store personal information you provide in a database. We can share it with affiliates and third parties in the UK, US, and internationally for promotional purposes when we have proper authorization/justification. We may share your personal information with government and regulatory authorities in compliance with law. We may share your personal information with third-party sponsors, exhibitors, and other third parties, and you agree to be contacted by them. We cannot control how third parties use your personal information, and we disclaim any liability for their use of it to the extent permitted by applicable law. For more information about how we use the information you supply, please see our privacy policy at https://www.informa.com/privacy-policy/.

8. Limitation of Liability

To the fullest extent permitted by the applicable law, we disclaim (a) all liability for any illness, personal or psychological injury, pain, suffering, exposure to and infection by infectious diseases, temporary or permanent disability, death, property damage, or financial loss, of any kind to persons or property at the Event; (b) all indemnities, warranties, representations (whether express or implied); and (c) any actual or alleged indirect or consequential damages, any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of financial loss, suffered by you however arising. Our maximum aggregate liability to you arising out of or relating to the Event or these terms and conditions, whether in contract, tort, or otherwise (including any negligent act or omission), is limited to the amount of your fees received by us.

9. Governing Law and Jurisdiction

- 9.1 The laws of the State of Illinois, USA, govern these terms and conditions and any matters related to your registration, attendance, or participation in the Event. Any dispute between you and us shall be subject to the exclusive jurisdiction of the federal and state courts in the City of Chicago, Illinois, USA. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- 9.2 YOU WILL NOT INITIATE OR PURSUE ANY CLAIM OR ACTION RELATING TO THESE TERMS AND CONDITIONS AND/OR YOUR REGISTRATION, ATTENDANCE, AND PARTICIPATION AT THE EVENT MORE THAN 90 DAYS AFTER THE LAST EVENT DATE. TO THE EXTENT PERMITTED BY LAW, YOU KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THESE TERMS AND CONDITIONS AND/OR YOUR REGISTRATION, ATTENDANCE, AND PARTICIPATION AT THE EVENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
- 9.3 BY AGREEING TO THESE TERMS AND CONDITIONS, EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR THE EVENT.
- 9.4 Nothing in this Section 9 shall prevent or restrict us from pursuing any action against you in any court of competent jurisdiction.

10. Miscellaneous

- 10.1 We may amend these terms and conditions from time to time. However, you will be subject to the version in force when you submit your registration.
- 10.2 These terms and conditions are for the sole benefit of the parties and their successors and permitted assigns. Nothing in these terms and conditions, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of these terms and conditions.
- 10.3 YOU ACKNOWLEDGE THAT, IN AGREEING TO THESE TERMS AND CONDITIONS, YOU HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND CONDITIONS.

CONTACT US

If you wish to contact us regarding these terms and conditions, please contact us at National Restaurant Association Show Management, 300 S. Riverside Plaza, Suite 1600, Chicago, IL 60606, <u>Restaurantshowreg@informa.com</u>