



NAC2023 Sponsor & Exhibitor Agreement - Rules & Regulations

1. **Agreement.** As used in this Agreement, "Exhibitor(s)" includes any company or entity registered by form or email to participate in an event of The National ATM Council, Inc. (NAC) including the NAC2023 Conference and Expo event to serve as a Sponsor or Exhibitor, or both, for such event, together with any employees, agents, representatives, or independent contractors of Exhibitor, all of whom shall be governed by these Rules & Regulations. Exhibitor hereby agrees to abide by these Rules & Regulations, together with such additional rules and regulations as may be adopted by The National ATM Council, Inc. (NAC) and provided to Exhibitor from time to time in advance of the event.
2. **Membership.** In order to receive the member rate for sponsorship or exhibiting at the event, Exhibitor's NAC membership dues must be current at the time of the event. If the membership dues are unpaid, membership lapses for any reason, or the company chooses to not renew its NAC membership, NAC has the right to charge the non-member rate for event participation.
3. **Exhibitor Services Manual/Important Deadlines.** Information for online access to the NAC2023 Exhibitor Services Manual will be emailed to the contact person listed on the registration form for each Exhibitor. This information will include important deadlines for such items as logos and company descriptions; certificate of insurance requirements; show bag item delivery and contact information for the Exhibition Services Company and the Conference Venue. Exhibitor will need to review the Exhibitor Services Manual and emails from NAC and return all items on time to be included in all applicable Exhibitor benefits. A PDF version of the Exhibitor Services Manual will also be provided upon request.
4. **Assignment of Exhibit Space.** NAC assigns booth space to Medal, Event, Product, and other Sponsors based upon sponsorship category, contribution amount, and registration date priority within those categories. Following booth assignments to Event Sponsors, booth assignments are then made available to Exhibitors on a registration/payment time priority, first-come, first-served basis. NAC reserves the right to assign or relocate Exhibit areas or reconfigure the exhibition area for the betterment of the event, or otherwise in its sole discretion. NAC, in its sole discretion, will use reasonable efforts to ensure appropriate separation between competitors' booth space location. Exhibit space assignment and priority in selection shall be conditional upon payment in full of all conference and membership amounts due and owing by Exhibitor. The Exhibit Hall layout map will be distributed to all Exhibitors in order of priority selection to enable space selection preferences to be made. Exhibit booth selection must be made in writing/by email to NAC in the time frame requested.
5. **Exhibitor Spaces.** Exhibit space assigned to the Exhibitor is for the use of the named Exhibitor only. Exhibit space sharing, in whole or in part, with any other vendor or third party is expressly prohibited, except upon written permission of NAC prior to the event. Each exhibit space is intended for a single business entity only, to include that entity's corporate affiliates. Exhibitors may not share booth space with an outside third party, absent prior written permission for such booth sharing from NAC. NAC reserves the right to assess a reasonable additional charge for any such booth space sharing arrangement at a rate of up to fifty percent (50%) of the otherwise applicable booth space rate.
6. **Exhibitor Badges.** All conference badges/lanyards issued by NAC for Exhibitors shall be for the sole use of Exhibitor personnel or its IAD/ISO registered customer identified thereon, and in the same format as supplied in advance to NAC. Sharing of badges/lanyards with individuals or vendors other than the person named on the Exhibitor badge/lanyard is not permitted and is grounds for removal from the event.
7. **Terms of Payment.** All registration forms submitted to NAC must be accompanied by the appropriate payment of the associated amounts due. Returned checks will result in a \$50.00 returned check fee being assessed, and all future payments by that company or person must be by cash or debit card. To participate as an Exhibitor, payment must be received no less than one month prior to the event, unless other arrangements are approved in writing by NAC.
8. **Cancellation by Exhibitor.** In the event Exhibitor cancels its participation in a NAC event covered by this Agreement, any fees paid or due and owing shall still be applicable and cannot be transferred to another future NAC or other event or applied to pay NAC dues. The following refund policy will be fully applicable and enforceable:

CANCELLATION / REFUND / SUBSTITUTION POLICY

Written notice of cancellation received by NAC on or before October 10, 2023, will result in a refund of all fees paid, less a one-time two hundred and fifty-dollar (\$250) administrative processing fee. Please submit any cancellation requests to srr@natmc.org, and allow up to six (6) weeks following conclusion of the event for receipt of a refund.

PLEASE NOTE: No refunds will be provided for cancellations received after OCTOBER 10, 2023. On-site no-shows are non-refundable.

Exhibitor Attendee Substitutions are encouraged and should be submitted to nacevents@natmc.org. Please include the original attendee's name and the substitute's full contact information (name, title, company, address, phone #, and email address). Please provide NAC with notification by email regarding any substitutions prior to OCTOBER 15, 2023. After that date, substitutions will be processed on-site at the NAC2023 event.

9. Event Cancellation by NAC: If NAC cancels the event to which this Agreement is applicable, NAC will refund payments to Exhibitor in the amount received by NAC from Exhibitor, and NAC will not be responsible for other costs or expenditures incurred by Exhibitor. NAC will not be required to refund payment or assume additional costs or liability due to cancellation of or modification to the event resulting from "acts of God" or other "force majeure" activity. All refunds will be issued within six (6) weeks following conclusion of the cancelled event date.
10. Exhibitor Cancellation by NAC: Exhibit space may be cancelled by NAC for failure of Exhibitor to make payment when due or failure to comply with the terms of this Agreement or the applicable rules and regulations set forth herein or in other information provided to NAC event Sponsors/Exhibitors. If an exhibit space is cancelled by NAC under this provision, Exhibitor shall forfeit all payments made and NAC shall have the right to offer such cancelled space to another Exhibitor at NAC's sole discretion, without triggering any requirement to mitigate such forfeited amounts.
11. Attendance: NAC uses all reasonable commercial efforts to market its events and attract attendees but does not guarantee specific levels of attendance at any given event. NAC makes no representations or warranties, express or implied, regarding attendance levels at its hosted events or the specific event covered by this Agreement.
12. Mediation/Applicable Law & Venue: If a dispute arising out of or related to this Agreement cannot be settled through a good faith business negotiation, then the parties shall first attempt, in good faith, to settle the dispute by mediation through a commercially recognized mediation body to be agreed upon by the parties, and conducted in Jacksonville, FL, before resorting to any other dispute resolution procedure including, but not limited to, litigation. Each party will be responsible for its own costs and one-half of the fees associated with such mediation. This Agreement shall, for all purposes and forms of action, be governed by and interpreted under Florida law, and any action required to seek interpretation of or enforce this Agreement or its terms shall be brought exclusively in the state or federal courts located in City of Jacksonville, Florida, USA. The parties expressly submit to personal jurisdiction in such location and agree that this venue constitutes the most appropriate jurisdiction for any such action.
13. Exhibitor Responsibility Clause/Indemnification. To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and elsewhere in this Agreement hereby assumes full responsibility and agrees to indemnify, defend and hold harmless NAC and its members, officers, directors, contractors and agents, from and against any and all claims, expenses (including attorney fees), damages or liability arising out of Exhibitor's participation in the event including, but not limited to, participation of any employee, agent, representative, or independent contractor of Exhibitor and including Exhibitor's use of the event hotel's conference center and exhibition space and premises. Exhibitor also hereby agrees to the terms and conditions contained in Planet Hollywood Resort & Casino's "*A-Z Guide To Convention Meeting & Special Event Planning*" which is incorporated herein by this reference and available by link on the NAC website.
14. Insurance: Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Commercial General Liability Insurance, including contractual liability, covering the Exhibitor's indemnity obligations in this clause and the Agreement. Such insurance shall be in an amount of not less than two-million dollars (\$2,000,000) US combined single limit for personal injury and property damage with an aggregate of four-million dollars (\$4,000,000.00).
Such policy shall name the following entities as additional insured(s):
(1) The National ATM Council, Inc. and its members, officers, directors, contractors and agents; and (2) Planet Hollywood Resort & Casino and Caesar's Entertainment and their subsidiaries and affiliates, and each of their officers, Directors, representative and employees.
Exhibitor shall supply NAC with a Certificate of Insurance at least thirty (30) days prior to use of the exhibition premises. Exhibitor understands that NAC does not maintain insurance covering Exhibitor's property or representatives and it is the sole responsibility of Exhibitor to obtain such insurance.
15. Operation of Exhibits and Exhibitor Conduct: Exhibitor and its employees, agents, independent contractors, or representatives will conduct their actions and behavior at all times during the dates of the event and on event or hotel premises consistent with NAC's conference goal of unifying businesses within America's Independent/Retail ATM

sector for the common betterment of the industry and the public we serve. By participating in NAC2023, Exhibitor agrees to demonstrate conduct to all other participants, including Attendees, Sponsors, Speakers, Exhibitors, Competitors, and Event Staff that shows respect, dignity, and professionalism at all times. Any form of offensive language, offensive behavior, discriminatory behavior or harassment whatsoever is expressly prohibited on site at the event or on conference related social media. Any signage, print material, or other promotional items displayed or used anywhere on the event premises or worn during the event or in the exhibition space and premises that refers either explicitly or implicitly to another event attendee participant, including any other Sponsor or Exhibitor, in a negative, derogatory or defamatory manner is expressly prohibited and forbidden and will be required to be removed from the premises upon discovery by NAC. Displays in Exhibit space must be designed and operated in a manner that respects the rights of other Exhibitors, Attendees, and all conference participants. Displays shall not be designed in a manner that will block or otherwise interfere with a neighboring Exhibitor. If this occurs, NAC reserves the right to require alteration of such offending feature(s) or have the Exhibit removed in its entirety. All signage, advertising, literature, and any other promotional material used by Exhibitor must be directly related to the Exhibitor's name, product, and service. Derogatory or defamatory advertisements, or other communications, mentioning directly or indirectly, another Exhibitor or industry participant, the unauthorized taking of photographs or videos, and other activities that are offensive, profane, defamatory, or sexually suggestive, are strictly prohibited. Exhibitors may not enter the booth or remove material(s) of other Exhibitors without express invitation. NAC has sole discretion to determine any violation of this provision. If NAC, in its sole discretion, determines that an Exhibitor has violated or intends to violate this provision of the Agreement, NAC may require immediate removal of any such Exhibit or specific offending items or persons from the Exhibit Hall and the event.

16. **Security:** In no case will NAC be responsible for any theft, loss or damage to Exhibitor's products, Exhibit space display, or any other personal or company property wherever located. Exhibitor agrees that it is wholly responsible for protecting its' and its employees', agents' and representatives' property on and off the exhibition hall floor and throughout the event venue premises. Entry by an Exhibitor into the Exhibit space assigned to another Exhibitor is permissible only when a representative(s) of the Exhibit space that is being entered into is present, or upon prior written permission of such Exhibitor.
17. **Photography, Video, or Other Recording:** By registering for NAC2023, Exhibitor grants permission to NAC to take and use any photographs, video(s), or other recording of Exhibitor's Exhibit space, educational presentations and Exhibitor's representative(s) present at the NAC2023 event. Exhibitor is permitted at its discretion to take photography, video, or other recordings of their Exhibit space and persons present in that Exhibit space. All other photography, video, or other recording of whatever type is permitted only upon prior written authorization from NAC.
18. **Compliance:** Exhibitors must comply at all times with all applicable local, state, and federal laws and regulations.
19. **NAC Authority to Adopt and Amend Rules & Regulations:** NAC shall have full power and discretion to make or amend these rules as it sees fit in the best interests of the event.
20. **NAC2023 Health & Safety / COVID Pandemic Waiver & Release:** NAC will be taking appropriate measures at the NAC2023 Conference & Expo to facilitate the health and safety of NAC2023 participants. Notwithstanding, it must be acknowledged that some degree of risk may still exist in the context of a large indoor gathering, such as NAC2023 to the extent COVID-19 pandemic conditions persist at the time of the event. It must also be recognized that COVID-19 is a highly contagious and unpredictable disease that can result in serious illness and even death. In this regard, current CDC Guidelines point out that seniors and those with underlying medical conditions are particularly susceptible to severe illness and death from COVID-19.

By attending NAC2023, Exhibitor acknowledges and agrees, on behalf of itself and all its personnel, contractors, and any other invitees at the event, that it and they accept and assume any and all health and related personal or business risks or adverse consequences associated with a potential or actual exposure to COVID-19, including its variants, while in attendance at the NAC2023 Conference & Expo event. Such acknowledgement and agreement by Exhibitor also constitute an express waiver and release of NAC, its officers, directors, and contracted staff from any and all COVID-19 related liability or damages. In this same regard, NAC encourages all participants, including Exhibitors, at NAC2023 to follow current and applicable public health and safety guidelines and precautions relative to large group gatherings at the time of the conference and applicable to the COVID-19 pandemic or other such public health emergency.