



Volume Graphics User Group Meeting  
North America 2020

# EVENING EVENT SERVICES TERMS AND CONDITIONS

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## User Group Meeting North America: Canada, USA, Mexico

Volume Graphics, Inc., a North Carolina corporation ("Volume Graphics"), will host the User Group Meeting North America ("UGMNA") from Wednesday April 1, 2020 through Thursday April 2, 2020 (the "Event Dates") in Charlotte, North Carolina. These terms and conditions (the "Terms") apply to any person, delegate, accompanying person, or company that attends, purchases a ticket for, or otherwise participates in the UGMNA evening event, regardless of whether they have formally registered (the "Evening Event Attendee").

### 1. Registration

- 1.1. Evening Event Attendee may register for the UGMNA by (1) submitting the Online Registration Form with all required details included, (2) agreeing to the terms contained in the Online Registration Form and these Terms, and (3) submitting any due payment for the tickets after receiving a booking acceptance ("Booking Acceptance"). The registration is not complete until Volume Graphics has sent the Booking Acceptance and payment link to the Evening Event Attendee via email and the ticket price has been paid in accordance with Section 2.
- 1.2. If the tickets are purchased by a company or organization, the Online Registration Form must include the names of the designated Attendees. These terms will apply to both the company or organization and the designated Attendees. The Booking Acceptance is limited to the Evening Event Attendee(s) specified in the Booking Acceptance only and is non-transferable.
- 1.3. Tickets are limited and Volume Graphics may refuse Evening Event Attendee's registration for any reason in its sole discretion.
- 1.4. In the event of any inconsistency between the terms found in the Online Registration Form and these Terms, the Online Registration Form will prevail.

### 2. Ticket Price

- 2.1. The ticket price per Evening Event Attendee is 100 USD ("Ticket Price"). The Ticket Price does not include applicable taxes, levies, and other fees, which may become due or payable.
- 2.2. Evening Event Attendee will pay Volume Graphics, without set-off or deduction, the Ticket Price within five (5) calendar days from the date of the Booking Acceptance. The Booking Acceptance and payment invoice will be sent to the email address provided during the application process. The Ticket Price must be paid in USD.
- 2.3. Evening Event Attendee will pay to Volume Graphics all taxes, fees, levies, assessments, and charges which may now or hereafter be imposed by any government authority on or with respect to the UGMNA or these Terms; *provided* that Evening Event Attendee will not be responsible for any taxes imposed on Volume Graphics's net income.
- 2.4. If Evening Event Attendee fails to pay the Ticket Price or any other required fees within the allotted five (5) calendar days, Volume Graphics will automatically rescind the Booking Acceptance and may re-sell the Evening Event Attendee's ticket.

### 3. The UGMNA Evening Event

- 3.1. Evening Event Attendee is entitled to participate in the evening event of the UGMNA as soon as the Booking Acceptance is sent and the Ticket Price is paid in full.
- 3.2. Evening Event Attendee will have access to the UGMNA evening event, including dinner and beverages.
- 3.3. The UGMNA evening event will be held on Wednesday 1, 2020 from 6:30 PM until approx. 9:00 PM at:

#### **NASCAR Hall of Fame**

400 East Martin Luther King Jr. Blvd.  
Charlotte, NC 28202

### 4. Cancellation

- 4.1. Volume Graphics reserves the right to cancel or reschedule the UGMNA evening event or to change the event venue or event hours of the UGMNA evening event at any time prior to the originally scheduled Event Dates. In the event that Volume Graphics cancels the UGMNA evening event or evening event services or reschedules the UGMNA evening event or evening event services to a time when Evening Event Attendee cannot attend, Volume Graphics will refund the

Ticket Price. This refund constitutes Volume Graphics' sole liability to the Evening Event Attendee for any cancellation or rescheduling of the UGMNA evening event and any such cancellation or rescheduling, as the case may be, will not give rise to any claim by Evening Event Attendee against Volume Graphics.

- 4.2. In the event Evening Event Attendee cancels a confirmed registration for the UGMNA, Volume Graphics' obligations under these Terms will terminate and the following refunds will apply:
  - > If Attendee cancels before or on March 15, 2020:  
100% refund of the Ticket Price.
  - > If Attendee cancels after March 15, 2020:  
No refund of the Ticket Price.
- 4.3. The refunds set out in this Section 4 constitute Volume Graphics' sole liability and obligation, and Evening Event Attendee's sole and exclusive remedy in the event of Evening Event Attendee's cancellation of a confirmed registration.
- 4.4. If Evening Event Attendee cancels a confirmed registration, Evening Event Attendee shall be liable for any and all fees, including, without limitation, third party fees, arising or resulting from such cancellation. Evening Event Attendee will reimburse Volume Graphics for any such amounts within five (5) days of written request by Volume Graphics. Evening Event Attendee's obligation to reimburse Volume Graphics for such amounts will survive termination of these Terms.

## 5. Confidentiality

All information, documents, records, and materials of Volume Graphics or its affiliates, in whatever form, describing or related to the UGMNA, are confidential information of Volume Graphics or its affiliates, as the case may be; *provided* Evening Event Attendees may be granted permission to download certain presentations for their personal use. Any disclosure of such information, documents, records, and materials to any other person other than Evening Event Attendee without the prior written consent of Volume Graphics in each instance is strictly prohibited. Evening Event Attendee's breach or threatened breach of this Section 5 would cause Volume Graphics and its affiliates irreparable harm. Volume Graphics and its affiliates will be entitled to seek specific performance, injunctive relief or other equitable relief to prevent a breach, or any continuation of a breach of this Section 5, in addition to all of Volume Graphics' and its affiliates' other rights and remedies at law or in equity.

## 6. Evening Event Attendee Obligations and Conduct

- 6.1. Evening Event Attendee agrees to: (a) provide complete and accurate information during the registration process ("Registration Data"); (b) respond promptly to any Volume Graphics request that is reasonably necessary for Volume Graphics to perform under these terms; and (c) provide complete and accurate information as Volume Graphics may request from time to time in order to perform under these Terms. Evening Event Attendee is solely responsible for determining whether and how to use any information Attendee receives at the UGMNA.
- 6.2. Evening Event Attendee agrees to abide by all fire, safety, and health regulations of the local, city, state, and event locations where the UGMNA is held. Evening Event Attendee must comply with all applicable federal, state, and local ordinances, as well as any provided policies and procedures. Evening Event Attendees who violate such rules and/or who behave in an unsafe or careless manner while attending UGMNA may be asked to leave immediately and will be held responsible for their actions. The Evening Event Attendee acknowledges that such violations may result in the Evening Event Attendee being removed from the UGMNA and barred from returning without a refund of the Ticket Price. The Evening Event Attendee likewise acknowledges and agrees that all attendees of the UGMNA have the right to enjoy the UGMNA equally. Illegal or disruptive behavior that interferes with the conduct of reasonable business at the UGMNA, or any other attendee's safety or comfort, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates based on age, disability, race, ethnicity, gender, religion, political or institutional affiliation or sexual orientation, and harassment of any kind, is strictly prohibited and may result in the Evening Event Attendee being removed from the UGMNA and barred from returning without a refund of the Ticket Price. Such violations may also be reported to legal authorities. Exhibit A, attached hereto, contains a list of some, but not all, of the rules that Evening Event Attendee will abide by. Volume Graphics reserves the right to amend this list at any time, in its sole discretion.
- 6.3. To the extent permitted by law, the Evening Event Attendee agrees to indemnify, defend, and hold harmless Volume Graphics and the UGMNA venues (the "Indemnitees") and their respective affiliates, employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs, including reasonable attorney's fees, arising out of or connected to the actions or failure to act in accordance with these Terms by the Evening Event Attendee, its employees, officers, directors, or agents, except those claims arising out of the gross negligence or willful misconduct of the Indemnitees.

## 7. Badge Scanning

- 7.1 During the UGMNA, Evening Event Attendee will be issued a badge that contains Evening Event Attendee's Registration Data. Exhibitors, attendees and others at the UGMNA may scan the badge to collect such Registration Data. Evening Event Attendee is not obligated at any time to have its badge scanned. By having its badge scanned, Evening Event Attendee acknowledges and agrees that it is providing another party its Registration Data. Volume Graphics assumes no responsibility, and shall not be liable for, any use or misuse of the badge or Evening Event Attendee's Registration Data provided via a badge scan. Volume Graphics shall not be responsible for any loss, damage, theft, destruction, confiscation, or inability to use the badge. Evening Event Attendee acknowledges and agrees that it is solely responsible for the badge, including proper destruction after the UGMNA and agrees to use reasonable care to protect its badge.
- 7.2 If Evening Event Attendee scans another attendee badge, Evening Event Attendee agrees that the information received may only be used by Evening Event Attendee in compliance with all laws, rules, and regulations applicable to Evening Event Attendee, the registration data scanned and its use and may not be shared, assigned, sold, leased or otherwise transferred to a third party. Evening Event Attendee may not pressure another attendee to scan the badge. Evening Event Attendee will use reasonable care to protect all collected attendee registration data.

## 8. Limitation of Liability

- 8.1. IN NO EVENT WILL VOLUME GRAPHICS OR ANY OF ITS AFFILIATES BE LIABLE TO EVENING EVENT ATTENDEE OR ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS, THE UGMNA, OR THE USE (OR INABILITY TO USE) ANY SERVICES PROVIDED UNDER THESE TERMS, REGARDLESS OF THE THEORY OF RECOVERY, WHETHER SUCH DAMAGE WAS FORESEEABLE, WHETHER VOLUME GRAPHICS OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2. VOLUME GRAPHICS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE UGMNA OR THE USE (OR INABILITY TO USE) ANY SERVICES PROVIDED UNDER THESE TERMS, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TICKET PRICE.

## 9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SERVICES PROVIDED UNDER THESE TERMS ARE PROVIDED ON AN "AS-IS", "WHERE-IS" BASIS. VOLUME GRAPHICS, ON BEHALF OF ITSELF, ITS AFFILIATES, AND THE EXHIBITORS, MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO THE UGMNA OR ANY SERVICES PROVIDED IN RELATION TO IT. VOLUME GRAPHICS, ON BEHALF OF ITSELF, ITS AFFILIATES, AND THE EXHIBITORS, DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, STATUTORY, EXPRESS, IMPLIED AND OTHERWISE, WRITTEN OR ORAL, WITH RESPECT TO THE UGMNA AND ALL SERVICES PROVIDED IN RELATION TO IT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION PROVIDED BY VOLUME GRAPHICS OR ANY OF ITS AFFILIATES OR EXHIBITORS REGARDING OR RELATING TO THE UGMNA OR ANY SERVICES PROVIDED IN RELATION TO IT WILL CREATE A WARRANTY.

## 10. Photography

- 10.1. Professional photographs, audio, and video will be captured during the UGMNA. Evening Event Attendees hereby grant Volume Graphics and its representatives permission to photograph and/or record them at the UGMNA, and distribute, both now and in the future, the Evening Event Attendee's image, voice, and likeness in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.
- 10.2. Photography, audio recordings, and video recordings are not permitted without the prior written consent of Volume Graphics.

## 11. Feedback

If Evening Event Attendee transmits any communications or materials to Volume Graphics during or relating to the UGMNA, including conversations, discussions at the UGMNA, or communications by mail, email, telephone, or otherwise, suggesting or recommending changes to Volume Graphics software or documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like ("Feedback"), Volume Graphics is free to use such Feedback irrespective of any other obligation or limitation between the parties governing

such feedback. Evening Event Attendee hereby assigns to Volume Graphics on Evening Event Attendee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Volume Graphics is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Volume Graphics is not required to use any Feedback.

## 12. Force Majeure

Volume Graphics will not be liable or responsible to Evening Event Attendee or be deemed to have defaulted under or breached these Terms for any failure or delay to perform when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Volume Graphics, including, without limitation, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, accidents, strikes or other labor disputes, fires and natural calamities (including, without limitation, floods, earthquakes, storms and epidemics), telecommunications or internet failures, computer or network breakdowns, power outages, changes in law or regulations, delays in obtaining (or inability to obtain) labor, data, or services through usual sources at normal prices.

## 13. Governing Law; Jurisdiction

These Terms are governed by and construed in accordance with the internal laws of the law of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action or proceeding arising out of or related to this Agreement (including its formation, breach, termination, or interpretation or enforcement of any obligation hereunder) shall be instituted exclusively in the state courts of North Carolina and the United States District Court for the Western District of North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

## 14. Relationship of the Parties

Volume Graphics is an independent contractor. Nothing in these Terms will be construed to create or imply any partnership, agency, joint venture, or employer-employee relationship between the parties. Volume Graphics will determine the method, details, and means of performing all services related to the UGMNA.

## 15. Assignment; Resale

Evening Event Attendee is not entitled to assign or delegate these Terms or any of its rights or obligations under these Terms to a third party. Any assignment or delegation in violation of this section shall be void. Evening Event Attendee is not entitled to resell any purchased UGMNA ticket or reassign it to a new attendee. Any resale or reassignment in violation of this section shall be void.

## 16. Waivers; Remedies; Amendments

No delay or failure by a party in exercising or enforcing any of its rights or remedies will constitute a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance. Except as otherwise provided herein, all rights and remedies will be cumulative and not exclusive of any other rights or remedies at law or in equity or otherwise. No other terms or changes, amendments, modifications, waivers or discharges of any terms will be effective unless made in writing and signed by both parties.

## 17. Severability, Entire Agreement

If any provision of these Terms or any Booking Acceptance are held invalid, illegal or unenforceable by any court of competent jurisdiction, then to the full extent permitted by applicable law, all other provisions of these Terms and any Booking Acceptance will remain in full force and effect. The Terms, Booking Acceptance, and Online Registration Form contain the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral.

## EXHIBIT A RULES OF CONDUCT

- > Smoking, including the use of e-cigarettes and vaporizers, is prohibited at all venues, including on the terraces.
- > No outside beverages or alcohol are allowed at the venues.
- > Photography, audio recordings, and video recordings are not permitted.
- > No food or drink is allowed in exhibits you can sit in or otherwise access at the rented museums.
- > Do not touch the exhibits, neither those of the exhibitors nor those of the museums rented, unless this is expressly allowed with respect to hands on exhibits.
- > Stay behind the black ropes.
- > Follow instructions of UGMNA personnel and/or personnel of the museums rented.
- > Registration badge must be worn at all times.
- > All persons, bags, parcels, clothing, or other items may be subject to screening or security checks.
- > Use appropriate entrances and exits only.
- > No unauthorized display or sale of goods or services or distribution of printed or recorded materials of any kind.
- > No unauthorized events, demonstrations, speeches, or the usage of any flag, banner or sign for commercial purposes or to incite a crowd.
- > No blocking the aisles or complicating access to any exit location or path in any way.
- > No engaging in any unsafe act or other act that may impede the operation of the event or any associated facility.
- > No harassment of conference attendees in any form.