

## INXPO® Terms of Use

The INXPO Terms of Use include this Terms of Use, the INXPO Privacy Policy and the Community Guidelines. The Terms of Use apply to the virtual event delivered to you via INXPO servers and over the Internet and hosted by the named event sponsor, please review the terms carefully. By entering this virtual event you agree to the Terms of Use; if you do not agree to the Terms of Use, do not enter the virtual event.

INXPO may update and/or modify the Terms of Use at any time and with or without notice to you. You are encouraged to review any terms of service or privacy policies offered by the virtual event sponsor, as they may differ. INXPO or the sponsor may terminate any part of the virtual event at any time and without notice to you.

### **You may access and use the virtual event, provided that you:**

- create a user account with accurate registration information and keep your password secure,
- are over the age of 13 or use the website under the consent and supervision of parental or guardian, and
- do not initiate or participate in any activities that are prohibited below, illegal, harmful, or interfere with anyone's use of the virtual event, including the sending of e-mail or instant messaging spam.
- comply with all applicable local, national, and international laws and regulations.

**Content & Trademarks.** The documents, text, software, scripts, graphics, photos, sounds, music, videos, interactive features, presentations, materials, trademarks, servicemarks, logos the virtual event look and feel and all other content made available within and the elements comprising the virtual event are the property of INXPO or the virtual event sponsor. No license or other right to such materials is granted to you. You may not copy, download, distribute, publish, reproduce, transmit, publicly perform, sell, sublicense, make available or otherwise exploit any such materials. You may not use or alter the trademarks, servicemarks, logos, slogans or source identifier of either INXPO or the sponsor without the permission of the party owning such trademark, servicemark, logo or slogan.

You may be permitted to submit content, participate in chats or blog posts within the virtual event. You retain ownership to the content you submit, however, upon submission, you grant INXPO and the sponsor a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable right to use, reproduce, distribute, prepare derivative works of, display, and perform any of your submissions in connection with the virtual event or for promotion or redistribution of all or part of the virtual event in any format and through any channel. You may also be exposed to submissions from other users, INXPO is not liable to you for any other user's submission, and **you agree to waive, any legal or equitable rights or remedies you have or may have against INXPO and Sponsor with respect to other user's submissions.**

INXPO has the right to review content to determine whether it violates the terms of use and to remove or alter that content without notice to you. However, although we have the right to review and remove content, we do not routinely monitor the virtual event for violations of these terms and you should have no expectation that the content made available has been reviewed or is compliant with these terms. Therefore, you agree that neither INXPO nor the sponsor will be liable for any failure to remove or alter content.

### **Prohibited Activities.** You are prohibited from, and agree not to:

- Create false user accounts, use another individual's user account or otherwise access the virtual event in an unauthorized manner. You are solely responsible for the activity which occurs under your user account.
- Copy, reproduce, transmit, republish, distribute or create derivatives of any of the content or materials available in the virtual event.
- Circumvent any security feature or content protection feature associated with the virtual event or the software platform it is broadcast from.
- Launch any automated system, including, but not limited to, "robots", "spiders" or "offline readers" which access the virtual event platform in a manner that sends more request messages to the platform in a given period of time than a human can reasonably produce in the same period of time by using a conventional on-line web browser.
- Transmit material that contains malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful elements.

- Use the communication systems made available to you within the virtual event for commercial solicitation, unless expressly authorized to do so by the virtual event sponsor or intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses.
- Collect or harvest any personally identifiable information.
- Make any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements or to impersonate any other person or entity in connection with your access and use of the virtual event or stalk or otherwise harass any other virtual event user.
- Post or submit any obscene, hateful or otherwise offensive material, comments or content within the virtual event.
- Post or submit content which features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic or gratuitously violent content. We also do not permit hate speech, slurs, the malicious use of stereotypes predatory behavior, stalking, threats, invading privacy, or the revealing of other members' personal information.

**Third Party Websites.** The virtual event may contain links to third party websites which are not owned or operated by INXPO or the virtual event sponsor, please consult such third party websites for their policies. Neither INXPO nor sponsor have control over, endorse, or are liable to you for any third party websites.

**Liability & Warranties.** You are solely liable for any and all actions, omissions and conduct within the virtual event, including the comments or content you submit.

You represent and warrant that you will not submit material which is copyrighted, confidential, protected by trade secret or any other intellectual property rights, including privacy and publicity, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant to the sponsor and/or INXPO the rights necessary to broadcast such material within the virtual event.

**YOU AGREE THAT YOUR USE OF THE VIRTUAL EVENT SHALL BE AT YOUR SOLE RISK.** INXPO, SPONSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE VIRTUAL EVENT AND YOUR USE THEREOF. INXPO AND SPONSOR MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE VIRTUAL EVENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THE EVENT SOFTWARE, (II) PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO AND USE OF THE VIRTUAL EVENT, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE VIRTUAL EVENT, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION OF THE VIRTUAL EVENT, OR (V) ANY BUGS, VIRUSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE VIRTUAL EVENT BY ANY THIRD PARTY. NEITHER INXPO NOR SPONSOR WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED THROUGH THE VIRTUAL EVENT OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER, ADVERTISING OR ELSEWHERE.

***IN NO EVENT SHALL INXPO, SPONSOR, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM YOUR OR ANY USER'S USE OF OR ACCESS TO THE VIRTUAL EVENT.***

**Indemnity.** You agree to defend, indemnify and hold harmless INXPO, sponsor, and their respective officers, directors, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your use of and access to the virtual event, including your violation of the Terms of Use, any third party's intellectual property rights, damages arising out of your submissions or any other act or omission whether negligent or willful.

**User Termination.** INXPO and the sponsor, in their sole discretion, reserve the right to terminate any user's access to the virtual event for any violation of the Terms of Use, including repeat infringers, and to remove or take down any content posted in violation, or suspected to be in violation of the Terms of Use.

**Digital Millennium Copyright Act.** If you are a copyright owner, or an agent thereof, and believe that the content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent written notice at: Attn: Legal Department, INXPO, 770 N Halsted, Ste. 6S Chicago, IL 60622.

**General.** You agree that the virtual event shall be deemed passive, solely based in the state of Illinois, and not subjecting INXPO to jurisdiction in any venue other than Illinois. All claims or disputes shall be resolved in Cook County, IL. The Terms of Use shall be governed by the laws of the State of Illinois, without respect to its conflict of law principles. No waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term. Any cause of action arising hereunder must commence with one year of the date in which the cause of action first arose.

## **PRIZE CENTER AND IN-BOOTH GIVEAWAY RULES & REGULATIONS**

### MSDynamicsWorld.com PRIZE CENTER AND IN-BOOTH GIVEAWAY RULES & REGULATIONS

**Eligibility:** Employees of MSDynamicsWorld.com, INXPO LLC and their immediate families (spouse, parents, children, siblings) are not eligible for the drawings. Contest is open to persons 21 years of age or older.

**Prize Center Drawings and Notification:** MSDynamicsWorld.com will have the prize drawings throughout the show on June 18 - 21, 2012. The winners will be determined by a random drawing. Odds of winning depend on the number of eligible entries received. Winners will be notified by email. Winners will be contacted by a representative of MSDynamicsWorld.com or a Prize Sponsor to discuss the shipping and handling. The value of the pre-configured prize items will include shipping and handling. The prizes will be delivered to the individual at his or her home address, or if to a business, to an owner, officer, or authorized contact at the company address only. The Prize Sponsor reserves the right to substitute cash value for prizes.

**In-Booth Drawings and Notification:** Some Exhibitors will be offering chances to win prizes from their individual booths. Winners will be drawn and contacted by a representative of the exhibiting company during and/or after the close of MSDynamicsWorld.com. The Exhibitor is held solely responsible for selecting the winner, contacting the winner, delivering and facilitating the shipping of the prize. The value of the pre-configured prize items will include shipping and handling. The prizes will be delivered to the individual at his or her home address, or if to a business, to an owner, officer, or authorized contact at the company address only. The Prize Sponsor reserves the right to substitute cash value for prizes.

**General Conditions:** All national, state and local laws/regulations are applicable. All taxes (including income taxes) are the sole responsibility of winners. Non-compliance may result in disqualification and an alternate winner may be selected. Return of prize will result in disqualification and an alternate winner may be selected. Eligibility to win a prize is limited to one show prize per household, Corporate Account and/or any Branch locations affiliated with that Corporate Account, and one booth prize per booth per household, Corporate Account and/or any Branch locations affiliated with that Corporate Account. Any person attempting to defraud or in any way tamper with this drawing in any way will be ineligible for prizes and will be prosecuted to the full extent of the law. Void where prohibited by law.

**Judging:** By entering this drawing, participants agree to waive any right to claim any ambiguity or error in these official rules, or the drawing itself, and agree to be bound by these official rules and by all decisions of the MSDynamicsWorld.com, whose decisions are final. Winners may be required to complete an Affidavit of Eligibility and Liability Release.

**Disclaimers:** Participants agree that the Exhibitors, MSDynamicsWorld.com, its Licensors and other Service Providers and their respective managers, members, officers, directors, agents, suppliers and employees shall not be liable for losses or injuries of any kind resulting from acceptance or use of prizes, participation in drawing, or any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, or any combination thereof, or any misdirected entries, or delayed data transmissions. Participants also agree that the individuals and entities listed in this paragraph are not responsible or liable for any injury or damage to a participant related to or resulting from downloading any part of this drawing, or not operating on participants' computer. MSDynamicsWorld.com reserves the right to modify the rules of the drawing in any way, or at any

time, and to cancel the drawing for any reason. IT IS PARTICIPANT'S RESPONSIBILITY TO READ AND UNDERSTAND ALL INFORMATION WHICH ACCOMPANIES PRODUCT PRIZES CONCERNING USE, RISKS AND MAINTENANCE. MSDynamicsWorld.com reserves the right to cancel, suspend and/or modify the contest and award the prizes from among eligible entries received prior to such action if any fraud, technical failures or any other factor beyond the MSDynamicsWorld.com reasonable control impairs the integrity or proper functioning of the contest, as determined by MSDynamicsWorld.com in its sole discretion.

Except where prohibited, participation in the contest constitutes winner's consent to MSDynamicsWorld.com to use winner's name, likeness, opinions, biographical information, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Entrant agrees that any dispute arising out of this contest shall be resolved individually without class action and exclusively by the state and federal courts in County, State under the laws of Illinois without regard to that state's conflict of law principles.

Generally, MSDynamicsWorld.com will not collect or store information about contest participants except for the information set forth on the entry form. Information transmitted to MSDynamicsWorld.com electronically or otherwise will generally be treated as non-confidential and non-proprietary and may be used by the receiving party for publicity as set forth above.

Winners List: For the names of the winners or an additional copy of these official rules, send a self addressed, stamped envelope to: MSDynamicsWorld.com, GuidePoint Media 2193 Commonwealth Avenue, Suite 353 Brighton, MA 02135.