



Attendee List Promotions

National Restaurant Association Show 2019 May 18 -21, 2019 ▪ Chicago, Illinois

Exhibiting Company: _____ Booth #: _____

Check if information is for: Exhibiting Company Third Party 3rd Party Company (if applicable): _____

Contact Name: _____ Address: _____

City: _____ State/Country: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Data Selection

2019 Post Show Attendee Data

Email List Options (Available Only Online)	List Price	Set-up Fee
<input type="checkbox"/> Total attendees Using Experient's online data portal, exhibitors can send emails to their targeted list. Exhibitors will not have direct access to any email address through this list. All orders must be paid in full prior to fulfillment of order.	\$.16/ per name with \$150 minimum order	\$0
<p>To order online: http://nrashow.restaurant.org/nra2019/public/e_Login.aspx Access Registration Services using the Password from your Confirmation Agreement for Exhibit Space.</p>		

Physical Mailing List Options (ONLY available for requests in writing using this form)	List Price	Set-up Fee
<input type="checkbox"/> Total attendees File emailed to third party mail house * Choose your subsets on page 5	\$.20/ per name with \$150 minimum order	add \$20
<input type="checkbox"/> Total attendees Labels shipped to Exhibiting Company * Choose your subsets on page 5	\$.20/per name with \$80 minimum order	add \$20
<p>Please note, this data does not include: Phone numbers, fax numbers or email addresses.</p>		

For Assistance Contact:
 Marie Zinnert
P: 888.270.8467
E: marie.zinnert@experient-inc.com

Fax Credit Card Orders to:
240.439.2317



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LIST RENTAL TERMS & CONDITIONS

General Terms and Conditions for Use of National Restaurant Association Show Data

These general terms and conditions ("Agreement") made and entered on _____, 2019 by and between National Restaurant Association Solutions, LLC ("NRAS") and _____ ("Company") regarding Company's use of the National Restaurant Association Restaurant, Hotel-Motel Show ("National Restaurant Association Show") marketing or email data or services provided by NRAS and/or its affiliates, including the National Restaurant Association ("National Restaurant Association"), and third-party contractors, including Experient, Inc. ("Experient") and/or its affiliated companies, which data or services are referred to collectively as the "Data."

1. Ownership.

(a) The term "National Restaurant Association Show Property" means all programs, files, systems, documentation, information, content, graphics, work product relating to the National Restaurant Association Show that are produced by NRAS or its affiliates, and derivative works of any of the foregoing, including, without limitation, the National Restaurant Association Show website or websites, page layouts, site designs, user interfaces utilized or provided by Experient, any HTML programming performed as part of providing Company with Data and any other special programs, functionalities, interfaces and other work product, ideas, concepts or techniques which Experient may develop, use or rely upon in providing the Data to Company.

(b) All National Restaurant Association Show Property shall be and will remain the property of NRAS.

(c) NRAS shall be the sole and exclusive owner of all patents, copyrights, trademarks, trade secrets and other intellectual property rights in and to the National Restaurant Association Show Property and the Data.

2. Limited License.

Upon Company's execution of this Agreement and the payment of all amounts due, Company is granted a limited, personal, nontransferable, nonexclusive and retractable license to use the Data solely for Company's direct marketing, market research and customer prospecting purposes, in strict accordance with the terms of the Agreement. Upon expiration or termination of the Agreement, Company shall discontinue use of the Data and, as requested by NRAS, either (a) return the Data to Experient without retaining any copies thereof or any notes or other information thereon or (b) provide a certificate, executed by Company, in form and substance satisfactory to NRAS, that the Data has been destroyed in such a manner to render the Data permanently unreadable and unrecoverable.

3. Limitations on Use.

(a) Unless specifically authorized in advance and in writing by NRAS, Company will not share, sell, transfer or otherwise make the Data available to any third person or entity and Company will use Company's best efforts to prevent the misuse or unauthorized use of the Data by any third person or entity.

(b) You will not use the Data for consumer credit purposes, underwriting consumer insurance, employment purposes, tenant screening purposes, for any other purpose covered by the federal Fair Credit Reporting Act or any applicable federal or state law or for any other purpose not expressly authorized by the Agreement.

4. Your Responsibilities; Use of Email Data

(a) Your use of the Data will comply with all applicable federal, state, local and foreign laws, statutes, rules and regulations (“Laws”), including Laws regarding telemarketing, email and facsimile marketing, customer solicitation and all applicable guidelines of the Direct Marketing Association (“DMA”). If Company is not a member of the DMA, Company will use Company’s best efforts to comply with the DMA’s guidelines.

(b) Your use of any email Data will comply with all applicable Laws, including the CAN-SPAM Act, COPPA, and any State Registry laws.

(c) NRAS reserves the right to review Company’s use of the Data to ensure compliance with this Agreement, but any failure of NRAS to review such use will not constitute acceptance of such use or waive any of NRAS’s rights hereunder or limit any of Company’s obligations with respect to the Data. At any time upon at least 3 days’ notice, NRAS may audit Company’s records to determine whether Company is in compliance with this Agreement, and Company will make available to NRAS or its affiliates all records necessary for the conduct of such an audit.

5. Disclaimer of Warranties; Limited Warranty.

The Data is provided on a strictly “as is” basis. NRAS does not assure or warrant the correctness, comprehensiveness or completeness of the Data and, except as provided herein, NRAS disclaims any and all warranties of any nature, express or implied, including any warranties of merchantability or fitness for a particular purpose. You have 14 days from Company’s receipt of the Data to inspect it and notify NRAS of any problems or mistakes in the Data, and if Company so notify NRAS within such 14-day period, the problem or mistake will be corrected at no additional charge to Company.

6. Limitation of Liability.

Except as provided in the last sentence of Section 5, NRAS will not be liable for any claim, demand, loss, liability, damage, injuries, cost or expense (including reasonable attorneys’ fees and legal costs), whether general, direct, special, incidental, consequential or other damage caused in whole or in part or directly or indirectly by any use of the Data or any alleged or actual failure by NRAS to comply with the terms of this Agreement, whether or not any such damages were foreseeable or whether NRAS was advised of the possibility of such damages. NRAS’s maximum liability under the last sentence of Section 5 will not exceed the amount Company paid NRAS under the Agreement within the 12 months preceding the event which gave rise to NRAS liability.

7. Your Indemnification of NRAS.

You shall indemnify, defend and hold harmless NRAS, its affiliates, directors, officers, employees, independent contractors, agents and representatives against any claim, demand, loss, liability, damage, injury cost or expense (including attorneys’ fees and legal costs) which arises, directly or indirectly, out of Company’s act or omission with respect to the Data or any violation of the Agreement or any violation of law.

8. Interruption of Service.

You acknowledge that, given the technical nature of resources Experient requires to provide the Data to Company, temporary interruptions may occur in the provision of Data and that any such interruptions shall not result in Experient having any liability to Company or others and shall not suspend or eliminate Company’s payment obligations to Experient or provide Company with any refund rights for amounts previously paid to Experient.

9. No Assignment by You.

You may not assign Company’s rights or obligations under this Agreement to any other person or entity without the prior written consent of NRAS, whether by operation of law or otherwise, and any attempt to do so shall be void.

10. Additional Remedy of Termination.

In addition to all other legal rights and remedies available to NRAS for any apparent, threatened or actual breach or violation of the Agreement by Company, NRAS has the right to terminate the Agreement and demand immediate return or destruction of the Data at any time if NRAS believes Company is not complying in full with the Agreement.

11. Governing Law; Jurisdiction.

The Agreement shall be governed by and construed under the laws of the State of Illinois, without regard for the principles of conflicts of law of that State or any other state. Any litigation or other dispute relating to or arising under the Agreement shall only be brought in the state or federal courts located in Cook County, Illinois, and Company agrees to submit to the exclusive jurisdiction of such courts and waive any objections to the venue of any such proceeding therein.

12. Payment for Non-Invoiced Products.

(a) Payment: You agree to pay Experient a fee in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Fees charged are nonrefundable. In the case of subscription products, the subscription term shall be effective for the agreed upon period, after which the subscription term shall automatically renew for the specified renewal period (if any) at the then current subscription price.

(b) Recurring Billing: Your acceptance of the terms of the Agreement constitutes Company's authorization to Experient to automatically charge the credit/debit card provided by Company, and in the case of subscription products, to continue charging the credit/debit card at the agreed-upon intervals during the term of the subscription. You agree to provide Experient with complete and accurate billing and contact information and to update that information with thirty (30) days of any change to the billing information. Failure of the recurring payment process does not absolve Company's payment obligations.

(c) Interest Charges: There will be interest charges on any amounts which Company fails to pay when due at the rate of 1.5% a month, or such lower rate as may be equal to the maximum rate allowed by applicable law, on the unpaid amount.

13. Entire Agreement; Amendment or Waiver.

The Agreement contains the entire understanding between Company and NRAS and supersedes any prior understandings or agreements, oral or written, relating to the subject matter of the Agreement. The Agreement may only be amended by a document signed by Company and NRAS. No waiver of any breach of the Agreement shall be deemed a waiver of a future breach, whether of a similar or different nature, and no waiver shall be effective unless in writing signed by the waiving party.

14. Execution; Counterparts.

The Agreement may be executed in its original, by facsimile or in electronically transmitted portable document format and it may be executed in any number of counterparts, each of which shall be deemed an original of the same document.

Signature

Title/Company

Date

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RESTAURANT/FOODSERVICE

Establishment or Operation

- Restaurant/Foodservice*
- R1 Table Service - Fine Dining
 - R2 Table Service - Casual Dining
 - R3 Table Service - Family Dining
 - R4 Quick Service
 - R5 Fast Casual
 - R6 Pizza
 - R7 Bar/Tavern/Pub/Brewery
 - R8 Coffee Shop/Donut/Bakery/Chocolatier
 - R9 Ice Cream/Frozen Novelty
 - R10 Buffet/Cafeteria/Banquets
 - R11 Catering - On/Off Premise
 - R12 Clubs - Social/Country/Golf
 - R13 Concessions - Theme Parks/Sports/Entertainment
 - R14 Conference/Convention Ctrs
 - R15 Mobile Foodservice & Vending
 - R16 Airlines/Commissary
 - R17 Lodging/Casino/Cruise Ship/Resort

Restaurant/Foodservice

- Non-Commercial*
- R19 Business & Industry/Other Contract Foodservice
 - R20 College/University Foodservice
 - R21 Correctional Institution/Prison
 - R22 Health Care/Retirement
 - R23 Military/Military Clubs
 - R24 K-12 School Foodservice

Ownership

- R29 Chain-owned
- R30 Franchise/Independent
- R31 Independent
- R32 Multi-unit Headquarters
- R33 Non-commercial

Serve Alcoholic Beverages?

- R34 Yes
- R35 No

If Yes, Purchasing Role for

Beverage Alcohol

- R79 Make Decisions
- R80 Specify Products/Services
- R81 Influence Decisions
- R82 No Role

How many units do you represent?

- R73 1
- R74 2 to 9
- R75 10 to 49
- R76 50 to 99
- R77 100 to 399
- R78 Over 400

Annual Sales at Operation

- R37 Under \$100,000
- R38 \$100,000 - \$499,999
- R39 \$500,000 - \$1,499,999
- R40 \$1,500,000 - \$4,999,999
- R41 \$5,000,000 - \$24,999,999
- R42 Over \$25,000,000

Purchasing Role

- R43 Make decisions
- R44 Specify products/Services
- R45 Influence decisions
- R46 No role

Area of Responsibility

- R47 Corporate/Executive Mgmt.
- R48 FOH Management
- R49 Operations/International Operations
- R50 Culinary/Chef
- R51 Supply Chain
- R52 Administrative Support
- R53 MIS/IT
- R54 Beverage Management
- R55 Sales/Marketing
- R56 Accounting/Finance
- R57 Training/HR
- R58 Nutrition/Dietetics
- R59 QA/R&D
- R60 Design/Construction
- R61 Development/Real Estate
- R62 Franchisor/Franchisee
- R71 Mixologist
- R72 Server/Bartender
- R63 Other

Level within Organization

- R64 C-level/Owner
- R65 EVP/SVP
- R66 Vice President
- R67 Director
- R68 Manager

- R69 Chef
- R70 Associate

RETAIL

Establishment or Operation

- Retail*
- T25 Convenience Store
 - T26 Specialty Store/Gourmet/Deli
 - T27 Supermarket
 - T28 Wholesaler/Warehouse Club

Ownership

- T29 Chain-owned
- T30 Franchise/Independent
- T31 Independent
- T32 Multi-unit Headquarters
- T33 Non-commercial

Serve Alcoholic Beverages?

- T34 Yes
- T35 No

If Yes, Purchasing Role for

Beverage Alcohol

- T79 Make Decisions
- T80 Specify Products/Services
- T81 Influence Decisions
- T82 No Role

How many units do you represent?

- T73 1
- T74 2 - 9
- T75 10 - 49
- T76 50 - 99
- T77 100 - 399
- T78 Over 400

Annual Sales at Operation

- T37 Under \$100,000
- T38 \$100,000 - \$499,999
- T39 \$500,000 - \$1,499,999
- T40 \$1,500,000 - \$4,999,999
- T41 \$5,000,000 - \$24,999,999
- T42 Over \$25,000,000

Purchasing Role

- T43 Make decisions
- T44 Specify products/services
- T45 Influence decisions
- T46 No role

Area of Responsibility

- T47 Corporate/Executive Mgmt.
- T48 FOH Management
- T49 Operations/International Operations
- T50 Culinary/Chef
- T51 Supply Chain
- T52 Administrative Support
- T53 MIS/IT
- T54 Beverage Management
- T55 Sales/Marketing
- T56 Accounting/Finance
- T57 Training/HR
- T58 Nutrition/Dietetics
- T59 QA/R&D
- T60 Design/Construction
- T61 Development/Real Estate
- T62 Franchisor/Franchisee
- T71 Mixologist
- T72 Server/Bartender
- T63 Other

Level within Organization

- T64 C-level/Owner
- T65 EVP/SVP
- T66 Vice President
- T67 Director
- T68 Manager
- T69 Chef
- T70 Associate

LODGING

Type of Lodging Operation

- L1 Bed & Breakfast
- L2 Casino
- L3 Cruise Ship
- L4 Hotel
- L5 Motel
- L6 Resort/Spa

How many locations do

you represent?

- L90 1
- L91 2 to 9
- L92 10 to 49
- L93 50 to 99
- L94 100 to 399
- L95 400+



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LODGING *(continued)*

Purchasing Role

- L18 Make decisions
- L19 Specify products/services
- L20 Influence decision
- L21 No role

Area of Responsibility

- L47 Corporate
- L71 Corporate F&B
- L49 Operations
- L51 Purchasing
- L72 F&B Purchasing
- L53 MIS/IT
- L55 Sales/Catering
- L56 Accounting/Finance
- L57 Training/HR
- L60 Design/Construction
- L73 General Manager
- L74 Front Desk

Level within Organization

- L64 C-level/Owner
- L67 Director
- L68 Manager
- L70 Associate
- L75 EVP/SVP
- L76 Vice President
- L77 Chef

Serve Alcoholic Beverages?

- L34 Yes
- L35 No

If Yes, Purchasing Role for

Beverage Alcohol

- L78 Make Decisions
- L79 Specify Products/Services
- L80 Influence Decisions
- L81 No Role

NON-EXHIBITING SUPPLIER

- S1 Beverage Manufacturer
- S2 Equipment Manufacturer
- S3 Food/Ingredient Manufacturer
- S4 Supplies Manufacturer
- S5 Technology

DEALER/DISTRIBUTOR

- D1 Beverage Alcohol Distributor
- D2 Beverage Wholesaler
- D3 Equipment Dealer
- D4 Food/Beverage Broker
- D5 Food Distributor
- D6 Supplies Distributor

Purchasing Role

- D43 Make decisions
- D44 Specify products/services
- D45 Influence decisions
- D46 No role

Level within Organization

- D64 C-level/Owner
- D65 EVP/SVP
- D66 Vice President
- D67 Director
- D68 Manager
- D70 Associate

AFFILIATED

- A1 Advertising/PR/Publications
- A2 Architect/Designer
- A3 Student Culinary/Hospital
- A4 Consultant
- A5 Equipment Service
- A6 Exporter/Importer
- A7 Faculty/Admin/Training
- A8 Financial Services
- A9 Government Agency/Utilities
- A10 Information Technology
- A11 Manufacturers Agent/Rep
- A12 Specifier
- A13 Trade Association
- A15 Other
- A16 Technology