

AMERICAN GEM TRADE ASSOCIATION GEMFAIR TUCSON

A. Visitor Terms & Conditions

These terms and conditions apply to visitor registrations for, and attendance at, events (each an “Event”) organized by American Gem Trade Association (“AGTA”) (referred to as “we/our/us”). AGTA includes all of its employees, officers, directors, members agents, service providers, and contractors.

As a potential visitor to an Event (referred to as “you/your”), please read these terms and conditions carefully as they contain important information. By submitting your registration and/or by attending an Event, you agree to be bound by these terms and conditions.

1. Your registration (whether submitted directly by you or on your behalf) constitutes an offer by you to AGTA to attend the Event in accordance with these terms and conditions. All registrations are subject to acceptance by AGTA. If your registration is received in advance of the Event, it will either: (a) be confirmed in writing (including, without limitation, by email), or (b) if written confirmation is not sent within fourteen (14) days of us receiving your registration, be deemed to be confirmed unless we notify you otherwise. If your registration is received only at the Event itself, it will be confirmed by the act of AGTA permitting you entrance to the Event. AGTA reserves the right to refuse to accept any registration.
2. Your registration is issued for your personal use only. You may not sell or otherwise transfer your registration to others.
3. AGTA reserves the right at any time to change the format (including, without limitation, from a physical Event to a virtual Event and vice versa), content, location, venue, opening hours, duration, dates, other timings, participants and/or any other aspect of the Event, in each case without liability. AGTA reserves the right to withdraw any registration after confirmation without liability.
4. Except as expressly set out in these terms and conditions and/or as may be otherwise expressly advised as part of the particular Event’s registration process: (a) your registration for the Event is irrevocable and you have no rights to cancel your registration, and (b) any registration fees you have paid will not be refunded for any reason.
5. AGTA reserves the right to cancel or change the date(s) of the Event at any time and for any reason (whether or not due to causes beyond our reasonable control). In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled opening date of the Event, or if the Event is cancelled but is reasonably expected by AGTA to be held at any time in the next calendar year, then, unless we notify you otherwise, your registration will be deemed to be valid for the Event on the new date(s) or when it is next staged (as applicable) in the same way that it would have applied to the originally scheduled Event (and no refund of any paid registration fees will be issued). Where all or part of the Event is cancelled and is not reasonably expected by AGTA to be held in the next calendar year, then your registration will no longer be deemed to be valid for the Event (or the cancelled portion of the Event, as applicable) and, at your election, any paid registration fees for the Event (or the cancelled portion of the Event, as applicable) will be refunded or a credit issued for the same, and you will be released from paying any further registration fees for the Event (or the cancelled portion of the

Event, as applicable). Service charges are non-refundable. Personal arrangements, including, without limitation, travel and accommodation, are at your own risk and AGTA will not be liable for any costs relating to such arrangements, even if the Event is cancelled or moved to new date(s). You acknowledge and agree that the provisions of this paragraph set out your sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of AGTA is hereby expressly excluded.

6. Our Events, whether physical or virtual, are principally directed at business professionals and are generally not intended for children under the age of sixteen (16). Without limitation to the foregoing, there may be some areas of our Events where it is inappropriate or impractical for children under the age of sixteen (16) to be present (for example, during executive conference workshops) and AGTA reserves the right at any time to restrict entry to such areas accordingly.

7. AGTA reserves the right without liability to refuse admission to, or to eject/block from, the Event (whether physical or virtual) any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who, in the opinion of AGTA, represents a security risk, nuisance or annoyance to the running of the Event or other attendees or visitors. You agree to comply with all reasonable instructions issued by AGTA, the venue owners, security personnel and/or management at the Event.

8. All unauthorized filming, sound recording and photography of the Event, and all unauthorized transmission of audio or visual material at the Event, by you is expressly prohibited. You agree: (a) to surrender to AGTA or destroy on demand any material in whatever media recorded in violation of this paragraph, (b) that the copyright and other intellectual property rights in any such material shall vest in AGTA unconditionally and immediately on the creation of such material, and (c) to hold AGTA harmless against any claims made in respect of such unauthorized activities.

9. You consent to filming, sound recording and photography at the Event, which may include, without limitation, filming, sound recording and photography featuring your image (the "Content"). You acknowledge and agree that AGTA is the sole and exclusive owner of all rights in the Content and hereby waive any and all: (a) rights in and to such Content, and (b) claims that you may have relating to or arising from the Content and/or its use. Without limitation, AGTA shall be permitted to use the Content anywhere in the World for promotional and other purposes, without any payment or compensation.

10. The personal information that you provide to AGTA will be maintained by us on a database and may be shared with selected third parties for promotional and other purposes. Your personal information may also be shared with government entities and regulatory authorities as required by law. At some Events, exhibitors and sponsors may use lead capture applications or barcode scanner devices. If you choose to allow your badge (whether physical or digital) to be scanned by third parties at the Event, we may pass your personal information to such third parties. Further, there may be certain areas of the Event at which your attendance is conditional on your personal information being provided to third parties that have sponsored or are managing such areas. The use that any third parties make of your personal information is outside of AGTA's control and, to the extent permitted by applicable law, we do not accept any liability for such use. For more information about how we may use the personal information you provide to us please see our Privacy Policy.

11. For virtual Events only: (a) you undertake to be responsible for any technical requirements needed to enable you to access the Event website, app or other platform (the "Event Platform") made available

by AGTA to facilitate participation in the Event. We do not guarantee that the Event Platform will operate continuously, securely or without errors or interruption, and we do not accept any liability for its temporary unavailability. We do not guarantee that the Event Platform and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties. You must not attempt to interfere with the proper working of the Event Platform (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). You agree to a) comply with any website terms of use and/or fair or acceptable use policies indicated on any website on which the Event Platform is hosted, (b) we do not endorse or accept any responsibility for the content, or the use of, any goods or services that may be identified or described on the Event Platform and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of, or reliance on, any content, goods or services available on or through the Event Platform or any website or other resource referenced therein, (c) AGTA may issue you with a username and password. Usernames and passwords are confidential and remain the property of AGTA at all times and may not be sold, assigned or transferred to any third party without our permission. Your username and password are personal to you. You hereby agree that you will not permit others to use your username or password and you will be and remain liable for the acts of any person using your username and password, (d) any posts, messages or other materials, information or data you supply or upload to the Event Platform (collectively, "Materials") will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Materials for any purpose. You hereby waive any rights in any Materials to the extent permitted by applicable law. We reserve the right, at our sole discretion, to edit or remove postings to any message boards on the Event Platform and delete or use electronic methods to block or filter any Materials at our discretion, but we do not have any obligation to do so. You shall not make libelous postings, postings that disparage AGTA or others, or any postings that are illegal or infringe the intellectual property rights of any third party. AGTA will not be responsible for monitoring Materials for compliance with law, (e) you may use the Event Platform solely for access to the Event. Without limitation, you must not (i) download, store, reproduce, transmit, display, copy, distribute, exploit or use the Event Platform and/or any content thereon for your own commercial gain, (ii) use the Event Platform and/or any content thereon in any manner other than in compliance with law and these terms and conditions, (iii) infringe our intellectual property rights or those of any third party in relation to your use of the Event Platform and/or any content thereon, (iv) transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation, and/or (v) knowingly transmit, send or upload any data that contains viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties, and (f) we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Event Platform and, without limitation, we expressly exclude all liability and you agree AGTA is not liable for any loss, injury or damage whatsoever arising from the use of any interactive service by any user, whether the service is moderated or not.

12. For jewelry Events only: passport/national identity card numbers and document scans may be collected from visitors to jewelry Events for the prevention and detection of crime, and to protect the security and safety of the jewelry Events. Such identity verification data will be stored in the AGTA database for a reasonable time after your visit to the Event. AGTA does not use such identity verification data for any other purpose and will not share it with any third parties unless required by law or any

lawful request of any enforcement agencies. AGTA will not be able to process your pre-registration for any jewelry Event without such identity verification data.

13. You expressly assume all risks associated with, resulting from or arising in connection with your participation in and/or attendance at the Event. AGTA does not make any warranty as to the Event in general, including, without limitation, in relation to: (a) the presence, absence or location of any exhibitor, sponsor or attendee, (b) the number of exhibitors, sponsors or attendees, and/or (c) the benefit or outcome (commercial or otherwise) that you may achieve as a result of attending the Event. All indemnities, warranties, representations, terms and conditions (whether express or implied) except as set out herein and/or as may be otherwise expressly advised as part of the particular Event's registration process are excluded. AGTA excludes all liability for any loss, injury, disease or damage whatsoever that you may suffer in connection with or arising from the Event whether direct, indirect, consequential, special, incidental, or punitive loss, injury or damage (including, without limitation, injury or disease to persons, property damage, theft, loss of profits, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss, injury or damage) or otherwise. For the avoidance of doubt, AGTA shall not incur any liability whatsoever related to any products displayed or sold by any exhibitor or sponsor at the Event. The limitations and exclusions in this paragraph only apply to the extent permitted by applicable law.

14. The rights and remedies of AGTA are cumulative and are not exclusive of any rights and remedies provided by law and may be waived only in writing and specifically. Any delay or failure to exercise any right or remedy is not a waiver of the same.

15. AGTA reserves the right to amend these terms and conditions (without notice) from time to time and you will be subject to the terms and conditions in force at the time that the Event is staged.

16. In case of any discrepancy between the English and other language versions of these terms and conditions, the English shall prevail.

17. Any information or materials we receive from you (including, without limitation, by email) and any material that you submit via the Site ("User Content"), which may include, without limitation, content for an online product and/or services directory (whether exclusively featuring exhibitors, sponsors and attendees of an event or otherwise) ("Directory"), will be deemed non-confidential and non-proprietary and we reserve the right to use any such User Content.

18. By attending an Event, you acknowledge and agree the you will be provided with a badge for entry and exiting the Event. The badge will contain your personal information. You may choose to have your badge scanned by exhibitors and sponsors at the Event. You agree that by allowing your badge to be scanned by an exhibitor or a sponsor, you are providing the exhibitor or sponsor with your personal information and by doing so you consent to the exhibitor or sponsor contacting you in the future concerning their products and services. You understand that you can opt-out of this contact at any time by contacting the exhibitor or sponsor directly. Badges cannot be read remotely and must be scanned before any details are shared with exhibitors and sponsors. You understand that your badge may be scanned on entry/exit to event and used in relation to event safety/security and that the event organizer may use this information in aggregate form to analyze/improve the visitor experience. Scanning at entry/exit is not associated with marketing consent choices that you may make. You may not allow any other person to use or possess your badge.

19. Photos and videos are taken at our events, which may include attendees, speakers, visitors, sponsors and exhibitors. Any photos and videos at our events that include you may be used for promotional purposes. AGTA is not responsible for the collection or use of images taken by third parties.
20. We may use your personal information to send you newsletters, offers or other marketing emails that keep you up to date with our news, events and products that may be of interest. You consent to such marketing. The opportunity to opt out of future marketing will always be provided. You also consent to us sending you SMS/text messages or calls to you for marketing purposes.
21. We may use your personal information to undertake advertising campaigns on social media platforms such as LinkedIn, Instagram and Facebook in order to provide information about upcoming events or new products and to ensure you receive advertising about our products and services. We may share your personal information with social media platforms so that you see advertising about our, or our partners', products and services that we think you will be interested in. We may also share your personal information with social media platforms to help us present relevant advertising to individuals who the social media platforms determine are likely to have similar interests to you.
22. No exhibitor may occupy or use more than 400 square feet of booth space in one contiguous area.

B. Code of Conduct

AGTA provides an ideal opportunity for the natural-colored gemstone, pearl and cultured pearl industries to come together to learn about and discuss the latest advances and innovations, network with industry professionals, and grow professionally. AGTA is committed to providing a friendly, safe and welcoming environment for all, regardless of gender, gender identity, sexual orientation, disability, race, color, age, ethnicity, religion, national origin, or other protected classes. AGTA expects all attendees, media, speakers, sponsors, organizing staff, and vendor staff to help show management ensure a safe and positive experience for everyone. This code of conduct outlines our expectations for participant behavior, as well as the consequences for unacceptable behavior.

Unacceptable behaviors include intimidating, harassing, abusive, discriminatory, derogatory or demeaning conduct. All who participate in the event deserve respectful treatment, regardless of the capacity in which they are attending, whether a speaker, sponsor, attendee, or show/vendor staff member.

AGTA defines harassment to include: offensive verbal comments related to gender, gender identity, sexual orientation, race, color, age, ethnicity, religion, national origin, gender identity, or disability; inappropriate use of nudity and/or sexual images in public spaces (including presentation slides); deliberate intimidation, stalking or unwelcome following; harassing photo/videography or recording; sustained disruption of talks or other events; or unwelcome physical contact or sexual attention. intimidating, hostile, or offensive

Verbal or physical (virtual environmental) abuse, intimidation, threats, efforts to annoy others, harassment, stalking, against any person, which in any way creates a disturbance that is disruptive or dangerous, or creates an intimidating, hostile or offensive environment is also unacceptable.

Unacceptable behavior will not be tolerated at any event or related events, whether by attendees, media, speakers, sponsors, organizers, or vendor staff. Anyone asked to stop unacceptable behavior is expected to comply immediately.

AGTA expects all event participants (staff, sponsors, speakers, attendees, and other guests) to abide by this code of conduct at all events conducted or sponsored by AGTA regardless of platform and activity. AGTA, in its sole discretion, may have those who violate this Code removed from any event, may bar violators from continued attendance or participation in some or all of AGTA events, without refund of any fees paid, and may in appropriate circumstances bar violators of this Code from attendance or participation at future AGTA-sponsored events.

Solicitation of business by anyone who is not an official show exhibitor is strictly prohibited. AGTA Management takes this matter very seriously and any individual who violates this rule will be removed from the event immediately without the right to receive any refund of fee

Contact Us

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