

SHOP.ORG DIGITAL EXPERIENCE WORKSHOP

POST-SHOW ATTENDEE LIST USAGE REQUEST & AGREEMENT

DEADLINE TO SUBMIT AGREEMENT: August 19, 2016 / DEADLINE TO USE LIST: September 19, 2016

In order to process, please follow the instructions below:

- A) Sign and submit this Agreement no later than August 19, 2016.
- B) You **MUST** include a **SAMPLE** of what you will be sending to the list.
- C) Email **both** documents to newmans@nrf.com.
- D) Attendee List will be finalized within two weeks of the end of Shop.org Digital Experience 2016. After such time and within 48 hours of completion of the instructions listed above, the Attendee List will be available.

This will confirm the agreement between (add Company Name) _____ ("You/User") and the **National Retail Federation (NRF)** with respect to You using the **Shop.org Digital Experience 2016** Post-show list. Email addresses WILL be included on the Post-show list. The list is provided in consideration for participation in the **Shop.org Digital Experience 2016**, and there is no additional charge for the use of this list. For mutual consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. You will use the list for only email or direct mail and will not disclose, transfer, duplicate, reproduce or retain the list in any form nor permit any agent or employee of Yours or any third party to do so.
2. Prior to utilizing the list You shall submit to NRF all material You propose to mail to the names on the aforesaid list for NRF's approval. If approved, the material may not be changed without NRF's express prior written consent to each instance.
3. The list shall be limited to **one time use** solely, is non-transferable and exclusively for the specific product or service as described in the sample email or direct mail piece submitted for approval. You may not use the List to promote any event that NRF does not produce. This list is to be deleted immediately after use.
4. You may not copy ("cc") everyone on the List; blind copying ("bcc") is the required and approved method of transmission. The User is permitted to use the list in the merge/purge only for the purpose of eliminating duplicate names. Retaining names in match code format (non-reconstructive/non-mailable) must be approved by the NRF.
5. The User will not process the list against other lists to enhance, tag, verify or add to those lists unless the User has received the NRF's express written consent to do so.
6. If the User uses the list contrary to the provisions of this Agreement, the User will be held responsible for all costs and litigation and NRF may restrict future list usage at its discretion. The User acknowledges that the list at all times remains the sole property of NRF.
7. It is understood and agreed that the rented list has been seeded with names and addresses to monitor improper and unauthorized use. The User may not employ any method to detect seeded or decoy names or alter or eliminate decoys.
8. The NRF reserves the right to cancel any order placed in advance if the User changes the direct mail piece or email copy in any way from that which was originally approved.
9. The User may run the names furnished against a National Change of Address (NCOA) tape for mailing purposes only. Names are not to be retained.
10. You shall indemnify and hold harmless NRF against any claim, damage, expense (including counsel fees), liability or obligation incurred by NRF by reason of Your use and custody of the aforesaid list.
11. You acknowledge that the trademarked names of NRF, its divisions (e.g. Shop.org, ARTS) and all NRF and NRF-affiliate publications (e.g. STORES) are unique and valuable and You shall not make any use or reference thereto in connection with Your use of said list except in such manner as NRF may have expressly approved in writing prior to such use.
12. USER ACKNOWLEDGES THAT IT RECEIVES THE LIST AS-IS. NRF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LIST INCLUDING WARRANTIES FOR ACCURACY AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. EXCEPT AS OTHERWISE REQUIRED BY LAW, NRF SHALL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. NRF has the right to refuse future list use and/or to reduce or revoke any Priority Points awarded if the list is misused (either intentionally or unintentionally). Please make certain your marketing team is or those fulfilling the direct mail piece or email copy are aware of all terms herein.

Please confirm that the foregoing accurately and completely sets forth our understanding, by signing and returning this Agreement.

Confirmed and Agreed to by Authorized Representative:

SIGNATURE: _____ Date: _____ Phone: (____) _____

NAME: _____ TITLE: _____

EMAIL ADDRESS where the list will be sent (print clearly): _____