

## **INSIGHT Registration Booking Agreement**

All bookings are subject to the terms and conditions set out below:

1. This Agreement is made by and between you on behalf of your organization (“You”) and NetApp, Inc., located at 3060 Olsen Drive, San Jose, CA 95128. (“NetApp”).

2. Upon completion and submission of this booking, NetApp will reserve a place for You at NetApp INSIGHT 2024 (the “Event”). By submitting this form, You hereby agree to promptly pay all Event fee(s). Promotional codes cannot be added once a booking has been completed.

3. It may be necessary for reasons beyond the control of NetApp to alter the content and timing of the Event, the identity of the speakers, the date, or the venue. If, for any reason, NetApp in its sole discretion cancels the Event, You will be notified in writing at the email address provided with this booking and paid Event fees will be fully refunded (except in circumstances as set out in clause 6 below).

4. You understand that NetApp or its authorized representatives may take photographs and/or videotape at the Event. If allowed under applicable data protection laws, You hereby grant to NetApp and its authorized representatives the absolute right and permission to collect and use your name (subject to the Event Privacy Policy), likeness, biographical information, voice, image and/or photograph and any other indicia of persona (“Persona”) in any manner or media whether existing now or hereinafter developed (including without limitation the Internet), worldwide, for trade, advertising and/or promotional purposes. You agree You shall have no rights of review or approval, no Claim to compensation, and no Claim arising out of or resulting from the use, alteration, blurring, distortion or illusionary effect (whether intentional or otherwise) or use in any composite form of Your Persona and agree to release and hold NetApp and its authorized representatives harmless for any and all such use(s). You understand that attendees are restricted from taking photographs, audio recordings, and/or video at the Event. If allowed under applicable data protection laws, You have the right to request deletion of Your Persona at any time and at no charge to You. You may do so by emailing [ng-privacy@netapp.com](mailto:ng-privacy@netapp.com).

5. By registering for and attending the Event, You agree to comply at all times with the rules and regulations imposed by the Event venue. BY REGISTERING FOR AND ATTENDING THIS EVENT, YOU HEREBY AGREE TO RELEASE AND HOLD HARMLESS NETAPP, ITS EMPLOYEES, VENDORS, AGENTS, AND CONTRACTORS FROM ANY AND ALL ALLEGED AND/OR ACTUAL LIABILITY, CLAIMS, ACTIONS, LAWSUITS, DAMAGES, OR LOSSES, OF ANY KIND (“CLAIM”) WHICH ARISE OUT OF OR RESULT FROM YOUR ATTENDANCE AT AND PARTICIPATION IN THE EVENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND PERSONAL INJURIES,

WHETHER OR NOT FORESEEABLE. You further agree to maintain adequate insurance against any of the above loss or damage.

6. Any delay or failure in the performance by NetApp hereunder shall be excused if and to the extent caused by the occurrence of a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of NetApp, including acts of God, fires, floods, explosions, hurricanes, terrorism, vandalism, accident, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of NetApp, despite NetApp's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to NetApp's failure to perform its obligations under this Agreement.

7. Any personal information collected from you will be used strictly for the purpose of managing your booking and attendance for the Event, unless you give NetApp consent to share your personal information with NetApp INSIGHT 2024 partners and sponsors, or unless you swipe your badge at a partner/sponsor kiosk. NetApp will protect Your personal information from unauthorized access and use in accordance with applicable data protection laws.

8. The parties agree that the law of the State of California shall apply to this Agreement, and the courts of the State of California shall have the exclusive jurisdiction to resolve any dispute arising from this Agreement.

Please note that the following persons may not attend NetApp INSIGHT 2024 North America in accordance with applicable law:

- Residents of embargoed countries
- Individuals ordinarily resident in embargoed countries
- Individuals otherwise prohibited from applicable export controls and sanctions programs

## **Payment Terms and Conditions**

By clicking the "I accept" button You confirm that You have read the Booking Terms and Conditions above.

If paying by credit card, You hereby authorize NetApp's authorized representative, RainFocus, LLC to charge your credit card in the total amount of fees associated with the Event and that by clicking "I accept", this will act as Your electronic signature.

For hotel bookings credit card usage, You hereby authorize MGM Grand Hotel, LLC d/b/a MGM Grand Hotel & Casino, NetApp's authorized representative, to your charge your credit card in the total amount of fees for one hotel room night in the event you do not

cancel your hotel booking seventy-two (72) hours prior to your scheduled arrival date and that by clicking “I accept” this will act as Your electronic signature.

**For Government Attendees Only:** If paying by credit card, You hereby authorize Opus Agency, NetApp’s authorized representative, to charge your credit card in the total amount of fees associated with the Event and that by clicking “I accept”, this will act as Your electronic signature.

If You encounter any problems associated with Your chosen payment method, please send an email to [NetAppINSIGHT2024@regsvc.com](mailto:NetAppINSIGHT2024@regsvc.com) for assistance in resolving the issue.

### **Substitutions**

Substitutions must be made in writing to [NetAppINSIGHT2024@regsvc.com](mailto:NetAppINSIGHT2024@regsvc.com) with the names of both the original and substitute registrant. Any balance due will automatically be transferred to the substitute registrant’s booking.

**For Government Attendees Only:** Substitutions must be made in writing to [NetAppINSIGHT2024@regsvc.com](mailto:NetAppINSIGHT2024@regsvc.com) with the names of both the original and substitute registrant. Any balance due will automatically be transferred to the substitute registrant’s booking.

### **Cancellations**

Notification to cancel your registration must be sent in writing to [NetAppINSIGHT2024@regsvc.com](mailto:NetAppINSIGHT2024@regsvc.com). The following cancellation rates will apply:

- Cancellations received before July 19, 2024, 11:59 p.m. Pacific Time—Full refund.
- Cancellations received July 20-August 16, 2024, 11:59 p.m. Pacific Time—50% refund.
- Cancellations received from August 17, 2024, onwards: No refund.
- No-shows—All no shows will not receive a refund

If NetApp has provided You with a promotional code to attend the Event and You cancel Your Event booking, You agree to pay for the applicable cancellation charges according to the above terms using the credit card provided during the booking process. By clicking the 'I accept' button, You also agree that in the unlikely event that NetApp or its authorized representatives cannot resolve Your payment issue and You dispute the charge, NetApp will use this electronic statement as evidence that the disputed charge has been authorized by You.