

Pre- & Post-Show Follow Up Promotions

2018 Radio Show September 25 - 28, 2018 • Orlando, Florida

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: _____

Order Your Attendee List	TOTAL
<input type="checkbox"/> 2017 Post-show attendee list - Complimentary (Available now. Emailed upon receipt of order and contingent on data availability and quality control)	\$ 0
<input type="checkbox"/> 2018 Pre-show attendee list - Complimentary (Emailed upon receipt of order and contingent on data availability and quality control)	\$ 0
<input type="checkbox"/> 2018 Post-show attendee list - Complimentary (Emailed upon receipt of order and contingent on data availability and quality control)	\$ 0
Select a Format: <input type="checkbox"/> Excel <input type="checkbox"/> Delimited	
Please note, this data does not include: email, phone or fax.	

The Radio Show attendee mailing list will include name, address, and demographics. Lists will not include e-mail addresses, phone or fax numbers. The Radio Show attendee mailing lists are rented and not sold. They are for one-time use only. Data will only be released to a secured, bonded mail house or a bonded data management company. This bonded agency must be retained prior to release of data.

DELIVERABILITY

NAB does not guarantee the deliverability of its lists.

ELIGIBILITY

The Radio Show attendee list is available for use by contracted exhibitors, sponsors, conference and promotional partners only to promote electronic-media related products or services as well as their participation in the NAB Show. A sample of your intended mailing must be submitted with your order for list approval. NAB reserves the right to refuse rental of the attendee lists at any time.

TURN-AROUND TIME

You can expect to receive the list 3-5 business days from receipt of signed List Agreement and approval from NAB. If you have a more demanding schedule, we will do our best to accommodate it; however, a rush order charge will apply.

Order by Mail:

Experient, 5202 Presidents Court, Suite 310
Frederick, MD 21703

Order by Fax: 301.694.3286

Indicate Payment Method

- Check (Orders cannot be processed unless received with payment.) Visa MasterCard American Express DISCOVER

Signature: _____

Card #: _____ Exp: ____ / ____

For Assistance Contact:

Georgia Martin

P: 866.297.5246

E: georgia.martin@experient-inc.com

It is against Experient's security policy to accept credit card information via email.

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ATTENDEE MAILING LIST AGREEMENT

The Radio Show Mailing List Agreement must be signed and returned prior to the release of the Radio Show Mailing List.

PLEASE READ THE AGREEMENT ("Agreement") CAREFULLY BEFORE SIGNING.

The Radio Show Mailing List ("List") is the property of the National Association of Broadcasters (NAB) and the Radio Advertising Bureau (RAB), and you are licensed ("Licensee") to use the List pursuant to the Terms and Conditions of this Agreement. If you are a representative of a business or corporation, you understand that you are signing this Agreement on behalf of the business or corporation and that all provisions of this Agreement apply to that business or corporation.

- I. SCOPE OF SINGLE USE LICENSE NAB and RAB grants a limited, single use, non-exclusive, non-transferable license to use the List (mailing addresses only – NAB and RAB do not rent attendee e-mail addresses for any purpose) for the sole purpose as submitted to NAB and RAB by the Licensee. Any change in the use of the List (as described and submitted to NAB AND RAB), requires prior written approval from NAB OR RAB.

NAB AND RAB reserves the right to refuse any Mailing List request for any reason without explanation. NAB AND RAB's policy requires the intended purpose be for the promotion of electronic media-related products or services. Licensee shall provide NAB AND RAB copies of all materials to be mailed using the List for approval with the Order Form. NAB and RAB have sole discretion in approving materials to be mailed using the List. Prepayment is required.

- II. LIMITATIONS ON LIST USE The List is proprietary information belonging to the NAB and RAB, who retains exclusive title to and ownership of all rights in the List. These rights are protected under copyright, trade secret and other intellectual property laws and by this Agreement. Any uses not specifically authorized or licensed under this Agreement are prohibited and reserved by NAB and RAB. Licensee's physical possession of the List does not imply any rights that are not specifically licensed in this Agreement.

All information licensed to Licensee pursuant to this agreement is provided for the exclusive use of the Licensee. Licensee agrees that unauthorized use or conveyance of the List, in part or in whole, infringes on NAB and RAB's copyright and trade secrets, is a breach of this Agreement and may cause irreparable harm to NAB or RAB. Licensee will not make unauthorized use or conveyance of the List, including without limitation making the list available to a competitor of NAB or RAB. Licensee shall not make, or permit others to make, copies or reproductions of the Mailing List information, in any form, in whole or in part, whether or not Licensee is compensated therefore, including but not limited to, reproducing or storing of any of the Mailing List information, in any form, in whole or in part, in an electronic or computer database. NAB and RAB will enforce these restrictions.

Licensee will not use the List to enhance, overlay, tag or add information to any other list, file, or database. Except as expressly set forth herein, no part of the List may be modified, copied, or distributed in any media without NAB and RAB's express prior approval.

Licensee is responsible for safeguarding the List at all times from being used or reproduced in any way contrary to the limited license rights granted herein. Licensee may use competent employees, agents, representatives, vendors, or other service providers to process permitted uses, so long as they are advised of the limitations set forth in this Agreement. Licensee is responsible for compliance by any other parties with this Agreement.

Licensee shall take reasonable steps to protect the List using methods at least equivalent to the steps Licensee takes to protect its own proprietary information, but not less than a reasonable standard, during the Term of this Agreement, and for a period of time until the List is properly destroyed and shall prevent the duplication or disclosure of lists other than as provided by this Agreement.

Licensee's use of the List will be conducted in accordance with all applicable laws, regulations, and accepted industry standards. Licensee will not alter, eliminate or otherwise make ineffective the decoys that have been placed in the List by NAB and RAB to help detect unauthorized usage.

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NAB and RAB provide information to Licensee with the express understanding that all communications and actions by the Licensee are their own and the content and method shall comply with all applicable laws and regulations.

Licensee shall indemnify, defend, and hold harmless NAB, RAB, their officers, directors, employees, and agents, and each of them, from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind or nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which NAB, RAB, their officers, directors, employees, and agents, and each of them, may incur arising out of any act or omission on the part of Licensee or any third party to which the List(s) is distributed in the performance or breach of this Agreement.

NAB and RAB do not imply approval or endorsement of products, programs, or services provided by the Licensee. Without the express written permission of NAB and RAB, Licensee shall not a: Purport in any way to represent NAB, RAB or the Radio Show in any Mailing; b: Use of NAB's, RAB's, or the Radio Show's name, or any logo, trademark, or tradename associated with NAB or RAB. Each List rental is a separate contract between NAB, RAB and the Licensee and shall imply no obligation of NAB or RAB to enter into future contracts for the use of this List.

- III. **TERMINATION OF AGREEMENT** Upon termination of this Agreement or use of the List by Licensee, the Licensee shall ensure that all copies of the List are completely destroyed, deleted, scratched, and purged from all mediums, including without limitation electronic storage, email, disk, tape, and printed documents. All provisions relating to the protection of NAB and RAB's proprietary rights shall survive termination or cancellation of this Agreement.
- IV. **ENFORCEMENT** It is expressly understood that in the event NAB or RAB shall, on any occasion, fail to enforce any provision of this Agreement, such failure cannot be deemed a waiver of NAB's or RAB's rights to enforce such rights at any later time, and such failure shall not prevent enforcement of any of NAB's or RAB's other rights on any other occasion. The Licensee understands that the NAB and RAB may also refuse, at its sole option, to provide the List to the Licensee in the future.
- V. **WARRANTY** Although NAB and RAB uses reasonable efforts to ensure accuracy of the List, NAB and RAB do not represent or warrant that the information contained in the List is complete or free from error, and hereby expressly disclaim any liability to any person for any loss or damage (including but not limited to postage, returned mail fees, etc.) caused by errors or omissions in the List, whether such errors or omissions result from negligence, accident, or any other cause.
- VI. **TECHNICAL SUPPORT** NAB and RAB do not provide technical support for the use of the List. The List is provided in standard ASCII, comma-delimited text format (first row contains column/field names).
- VII. **CONSTRUCTION, HEIRS** This agreement shall be governed by, construed and interpreted according to laws of the District of Columbia as if executed and fully performed in that jurisdiction, and exclusive jurisdiction of all disputes hereunder shall lie in the courts of the District of Columbia. The parties hereby submit to the jurisdiction of those courts with respect to such disputes.
- VIII. **EXECUTION OF AGREEMENT** I hereby acknowledge that I have read this Agreement and warrant that I am authorized to sign on behalf of my company or organization. I understand that by signing this agreement, I and/or my company or organization is bound by the terms of this Agreement.

Signature of Authorized Representative

Date

Name (Print)

Title (Print)

Company/Organization (Print)