

First-Citizens Bank and Trust Company Events Registration Terms & Conditions

First-Citizens Bank and Trust Company (“FCB”) is the wholly owned subsidiary of First Citizens BancShares, Inc., a bank holding company. FCB and its subsidiaries offer various financial services, including banking, lending, trust products and services, certain insurance products and services, and investment services, under the First Citizens brand. In order to market these services, FCB and its subsidiaries host events for existing and potential clients.

The event for which you are registering is being hosted by FCB and/or one of its subsidiaries.

By registering for this event, you are agreeing to these First-Citizens Bank and Trust Company Events Registration Terms & Conditions.

General

- Your invitation and attendance to this event is an exclusive offer from FCB, or one of its subsidiaries, as one of our valued clients or potential clients.
- FCB, in its discretion, reserves the right to refuse to accept your or your guest’s registration for any reason.
- FCB reserves the right to refuse admittance to or expel from the event you and anyone that it determines is behaving in a manner that could be disruptive to the event or pose any danger to any other attendee.

Transferability

- Your invitation is not transferrable.

Alcohol Policy

- For events where alcoholic beverages are served, you must be 21 years or older to attend.
- If an event allows you to bring a guest, minors and anyone below the age of 21 are prohibited from attending any portion of the event or function where alcohol may be served. It’s your responsibility to ensure that your guests are compliant with this age policy.
- You shall be responsible for your and any of your guest’s consumption of alcohol to ensure you and your guest are not overserved.

Registration Cancellation Policy

- Except for sponsorship events or select events where we collect sponsorship payments, most FCB events are free of charge for invited clients. If you’re registered for the event and unable to attend, please email your event organizer or your relationship manager as soon as feasible.

Substitutions

- Name change substitutions are allowed as long as the new registrant is from the same company, and you consider that the person is the appropriate person to represent your company’s presence at the event. If you need to make a substitution after registering, please email your event organizer or your relationship manager as soon as feasible.

Assumption of Risk

- You hereby acknowledge and agree that in the absence of any negligence or other breach of duty by FCB, entry to the event venue and attendance at the event is entirely at your own risk.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE, RECKLESS CONDUCT, WILLFUL/WANTON CONDUCT, OR INTENTIONAL ACTS BY FCB, YOU HEREBY FULLY UNDERSTAND AND KNOWINGLY, VOLUNTARILY AND IRREVOCABLY, ASSUME ALL RISKS RELATED TO HAZARDS AND DANGERS RELATED TO ENTRY INTO, AND PRESENCE IN, AT AND AROUND THE VENUE AND EVENT, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSE THEREOF, PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH. YOU HEREBY ACCEPT PERSONAL RESPONSIBILITY FOR YOUR VOLUNTARY ATTENDANCE AT THE EVENT.

Release and Waiver

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY ACKNOWLEDGE AND KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, WAIVE, AND DISCHARGE FCB WITH RESPECT TO ANY AND ALL CLAIMS THAT YOU MAY HAVE (OR HEREINAFTER ACCRUE) AGAINST FCB, THAT RELATE TO ANY OF THE RISKS, HAZARDS AND DANGERS DESCRIBED ABOVE, IN EACH CASE WHETHER CAUSED BY ANY ACTION OR INACTION (OTHER THAN GROSS NEGLIGENCE, RECKLESS CONDUCT, WILLFUL/WANTON CONDUCT, OR INTENTIONAL ACTS) OF FCB.

Disclaimer and Limitation of Liability

- FCB does not, and nothing in these Terms and Conditions shall act to, exclude or limit FCB's liability for death or personal injury resulting from its gross negligence, fraud, or any other liability which may not be limited or excluded by applicable law.
- If you agreed to our separate agreement, like a *Release, Assumption of Risk, Waiver of Liability or Indemnity Agreement*, for this particular event, that agreement supersedes the Disclaimer and Limitation of Liability clause.
- If you execute another release, waiver, or limitation of liability related to the event or in order to participate in the event, you agree such limitations of liability shall also apply to FCB.

Representations

- Any verbal representations about FCB or its services made by a representative of FCB during an event are the opinions and representations of the representative and not FCB. Representatives of FCB are not authorized to verbally bind FCB at an event.
- While FCB may hire entertainment for an event, the representations made by the entertainer are not the representations of FCB and such representations are not binding on FCB.
- Views expressed by any attendee, speaker, exhibitor or sponsor at the event are their own. FCB shall have no liability for advice given, or views expressed, by any attendee, speaker, exhibitor, or sponsor at the event.

Intellectual Property

- Materials provided by FCB remain the intellectual property of FCB and its partners who assert their right to copyright unless specifically agreed otherwise in writing.

Recordings

- You understand that FCB or its designee(s) may record or photograph the event. These recordings may be done by any means including, without limitation, electronic recording, film, videotape, audio tape, and photography (collectively referred to herein as the "Recordings").
- FCB may use Recordings of you and other attendees for marketing purposes.
- You understand that you may be recorded at the event and give your permission to be recorded at the event.
- FCB shall not compensate you for your appearance in such Recordings and by registering and attending this event, you expressly consent to use of your image or likeness in future advertising or marketing materials.
- FCB shall be the copyright owner of the Recordings.
- FCB is not obligated to use the Recordings.
- To the best of your knowledge, your acts and statements contained in the Recordings will not violate any right of any other person or organization.
- You release FCB from any claims or causes of action you may have now or in the future for defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement, and unfair competition in connection with the Recordings.
- You agree not to institute any legal action based on any of the grounds of FCB's use of these Recordings.
- All the rights granted to FCB by you hereunder are irrevocable and perpetual, and you waive all rights to any equitable relief in connection with herewith.

Force Majeure

- In the event that FCB is prevented from carrying out its obligations as a result of any cause beyond its control, such as, but not limited to, acts of god, war, acts of terrorism, airline flight cancellations, strikes, lock-outs, flood, commercially unfeasible, and failure of third parties to deliver goods and services, FCB shall be relieved of its obligations and liabilities for as long as fulfillment is prevented.

Governing Law and Disputes

- These Terms and Conditions are governed by the laws of the State of North Carolina.
- You and FCB both agree that all claims and disputes can be litigated only in the federal or state courts in County of Wake in North Carolina and you and FCB each agree to personal jurisdiction in those courts.

Privacy

- By registering for this event, you agree that FCB may use the information you provide to contact you or your guest, if applicable, regarding the event and other products.
- If you provide information for any individual other than yourself, you agree that you have obtained that individual's consent to provide personal information to FCB.
- To learn more about our privacy practices, see FCB's Privacy Statement, which can be found at <https://www.firstcitizens.com/privacy-security/privacy-statement>.
- By registering for this event, you agree that you have read the Privacy Statement and agree to its terms.

Severability

- Entrant hereby agrees that if any provision or part thereof contained in Terms and Conditions is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed severable, such that all other provisions shall remain valid and binding.

BY REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FCB AND ITS SUBSIDIARIES.