

## TERMS AND CONDITIONS

These terms and conditions (these "Terms") govern your registration for and participation in ASHHRA2 annual conference and exposition (the "Event") and are an agreement between American Society for Healthcare Human Resources Administration ("ASHHRA," "we," "us" or "our") and you. You, the registrant, represent to us that you are authorized to enter into these Terms.

### EVENT

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process. Sharing your registration with another person(s) is a violation of the Code of Conduct and may result in termination of your access to the Event.

### CANCELLATION POLICY

All conference registration cancellations and refund requests must be made in writing to ASHHRA@ashhra.org by March 11, 2022. If you are registering a group, you acknowledge you are agreeing to the terms on behalf of each individual. A refund of the registration fee, less a \$200 cancellation fee, will be given for cancellations received on or before March 11, 2022. Membership dues cannot be refunded in the case of a cancellation. No refunds will be given for requests made after March 11, 2022. Registration can be transferred to another person to attend the Event. Registration fees cannot be transferred to another ASHHRA event, meeting or membership. All refunds will be made payable to the payer only. There will be no exceptions to this cancellation policy.

### AGE LIMITATION

Attendees must be 18 years of age on the first day of the Event to attend this event and all related events.

### PHOTOGRAPHY, AUDIO AND VIDEO RECORDING

By attending this Event, you acknowledge and agree that ASHHRA has the right to use, reproduce, broadcast, rebroadcast or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you or your participation in the Event for use in marketing materials and/or training materials and for internal use ("Materials"). You irrevocably, grant, transfer and assign a nonexclusive, perpetual, worldwide, royalty free right and license to ASHHRA, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. You understand that the Materials may be substantially edited, altered, rearranged or modified. To the maximum extent permitted by law, you hereby waive any moral rights you may have in the Materials.

No individual or entity other than ASHHRA may electronically record, copy (including live-streaming or recording from smartphones, iPads or other devices) any portion of this program for any use without prior written consent from ASHHRA.

### CONTACT INFORMATION

Event registrants have the opportunity to opt-out of communications from the vendor community. Event mailing lists include names and preferred street mailing addresses. ASHHRA does not release email addresses or telephone/fax numbers. Please note that many registrants use their home address as their preferred mailing address. Individuals who do not want their information included in the registrant mailing list must check the "Opt Out" box on the Event registration form. Registrant name, title and organization may be visible as default profile fields in the Event platform, with options to share fewer or more fields at the registrant's discretion.

### CODE OF CONDUCT

We are committed to creating a safe environment that is inclusive and free from discrimination, regardless of race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, physical or 2 cognitive ability, veteran or marital status or any other protected categories under applicable law.

All participants must abide by the following policy:

#### *Expected Behavior*

- Be considerate of those around you.
- Be respectful of others and viewpoints that may be different from your own.
- Be mindful of your words and actions.

#### *Unacceptable Behavior*

Unacceptable behaviors may include, but are not limited to:

- Offensive or unwanted behavior or language related to race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, physical or cognitive ability, veteran or marital status or any other protected categories under applicable law.
- Visual harassment, such as sexual images or sexual language at the Event, including presentations and slide decks.
- Intimidation or bullying, both online and/or in-person.
- Sharing your event registration or making event content available to an ASHHRA competitor.
- Sharing your event registration with another person(s).
- Failure to follow any of the rules or regulations of the Event or instructions of the Event staff.
- Posting commercial or self-promotional messages of any kind except as approved through exhibit rules or with written permission from ASHHRA.
- Engaging in sales or lead-generation of any kind except as approved through exhibit rules or with written permission from ASHHRA.
- Fielding or promoting surveys of any kind without written permission from ASHHRA.
- Promoting job openings without written permission from ASHHRA.
- Discussing a topic or topics involving any possible anticompetitive practice, including but not limited to:
  - Prices, rates, discounts, or other price-related information;
  - Salaries or other compensation information;
  - Nonpublic plans for expansion (new facilities, new services);
  - Specific customers or classes of customers, or whether you will or will not do business with them;
  - Allocation of geographic or service markets;
  - Any refusal to deal with a health plan, self-funded employer, or supplier;
  - How to deal with the market behavior of a competitor.
- Any other illegal activity not already covered above.

#### *Consequences of Unacceptable Behavior*

Unacceptable behavior will not be tolerated and could result in debarment from current, and/or any future ASHHRA events. If a participant is seen engaging in unacceptable behavior, ASHHRA may take any action they deem appropriate, up to and including expulsion from the Event without warning or refund. If appropriate, local law enforcement may get involved.

#### *Reporting Behavior*

If you are the subject of, or witness to any violations of these Terms, you can contact us by sending an email at [ASHHRA@ashhra.org](mailto:ASHHRA@ashhra.org).

If necessary, conference staff are empowered to take appropriate actions that may include, but are not limited to, debarment from the conference without refund and/or involving venue security or local law enforcement.

#### **VIEWS**

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of ASHHRA. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising and online content.

#### **DISCLAIMER**

ASHHRA will provide you online access to and use of the Event via the Internet by use of an attendee-provided browser. You are solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Event, including but not limited to Internet access and adequate bandwidth.

USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE EVENT AND CUSTOMER DATA. ACCORDINGLY, ASHHRA CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

#### **STATEMENT OF LIABILITY**

Except where prohibited by applicable law, ASHHRA does not bear any legal liability or responsibility for the safety of any attendee participating in this event. ASHHRA disclaims any liability for the acts of any outside entities related to this event. ASHHRA reserves the right to cancel the Event without liability. Each attendee shall

be personally responsible for his/her behavior. The organizers do not accept responsibility for the behavior of any attendee or outside entity during the Event.

ASHHRA shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of ASHHRA including but not limited to, acts of God, war, terrorism, failure of transportation, weather, accidents, fires, electrical failures, strikes, labor disputes, postal delays, explosions, and government orders or regulations.

ASHHRA reserves the right to substitute an equally qualified speaker in case of an emergency or cancellation.

ASHHRA has no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

Attendees at this event agree to indemnify, defend, and hold harmless ASHHRA, its officers, directors and agents, against all claims arising out of actions or omissions of attendee at or in connection with this event. To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release ASHHRA, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Event or the Materials.

Except where prohibited by applicable law, ASHHRA disclaims any and all direct, special, consequential, incidental, punitive or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

The laws of the State of Illinois without giving effect to its conflict of law provisions, govern these Terms and any dispute of any sort that might arise between the parties. Any dispute must be litigated in the state or federal courts located in Illinois to whose exclusive jurisdiction the Parties hereby consent.

The Terms and Conditions may be revised at any time by ASHHRA and the terms are non-negotiable.

Registering to attend this event acknowledges acceptance of these terms and provisions of registration.

#### **COVID-19 POLICY**

ASHHRA strongly encourages all attendees remain up to date on SARS CoV-2 vaccines including allowing sufficient time to develop immunity to reduce the risk of contracting or spreading COVID-19 infection. Conference attendees should agree to and understand the specific risks of attending an in-person event. ASHHRA is not liable for illnesses or other medical issues arising from voluntary attendance. ASHHRA staff, conference attendees, exhibitors and all event participants are to follow COVID-19 safety procedures as outlined by the Centers for Disease Control and Prevention, the World Health Organization, the Occupational Safety and Health Administration, the State of Arizona, and any other governing Federal or local government agencies. While we are ready to return to an in-person event, we understand these are complex times and encourage attendees to take precautions that are comfortable to them such as wearing a mask and maintaining social distancing protocols.