

western arts alliance

Terms & Conditions of Attendance and Participation

These are the terms (the "Agreement") governing attendance at, and participation in, the Western Arts Alliance Annual Conference, or any affiliate event, hereafter referred to as "WAA" or "event".

Registering for the event constitutes agreement to these terms, which form a binding legal contract between WAA and the registered attendee or participant ("attendee"). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of and accepts these terms. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and conditions.

1 Attendee Requirements

1.1 Attendance. Registration entitles admittance to the event for the attendee who is registered. All other costs associated with attendance (including without limitation travel and accommodation expenses) shall be borne solely by attendee.

1.2 Use of Likeness. By attending the event attendee acknowledges and agrees to grant WAA the right at the event to record, film, photograph, or capture attendee's likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from attendee or any payment to attendee. This grant to WAA includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Identification. All attendees must provide two forms of identification: one photo ID and one document proving their affiliation with the company name appearing on their registration (pay stub, business card, etc.).

1.4 Attendee Badge Usage. Attendee badges must always be worn in event areas.

1.5 Attendees who require an entry visa to attend should allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. It is the sole responsibility of the attendee to tend to any government visa requirements. Failure to obtain a visa in advance of an event does not constitute a valid basis for obtaining a refund.

2 Attendee Agreement

2.1 Limitations on Use. By registering for a WAA Conference, attendee agrees not to sell, trade, transfer, or share any complimentary or promotional code they may have been given, or share, sell or trade a conference badge. If WAA determines that attendee has violated this policy, WAA may cancel attendee's badge(s), retain any payments, and disallow attendee participation in any future WAA event.

2.2 Disruptive Conduct. Attendee acknowledges and agrees that WAA reserves the right to remove attendee from the event if WAA determines that their presence or behavior create a disruption, or hinders the event, experience or safety of the event for others. WAA badges are the property of WAA and shall be returned upon request.

2.3 The following Code of Ethics of the Western Arts Alliance applies to all members and conference attendees (both organizations and their affiliated employees or associates). No form of harassing conduct will be tolerated, and members must agree to the following:

- Always exhibit professional conduct while at conference events.
- Make a personal commitment to honesty and integrity.
- Conduct one's activities in good faith.
- Respect and do not breach confidences.
- Do not abuse one's professional privilege by seeking inappropriate benefits.
- Do not engage in activities where one has a real or perceived conflict of interest.
- Conduct business within the letter and spirit of all applicable laws and governmental and institutional regulations.

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- Treat fellow members, attendees, and WAA staff with fairness, respect and dignity.
- Point out inappropriate behavior when it is witnessed.

2.4 Badge Misuse. Attendees may not wear badges from previous WAA events or falsified badges. Badge misuse will result in attendee's immediate ejection from the event and being banned from future events. WAA considers badge misuse, including the sharing of badges, theft of service, trespassing, and fraud and will report violators to law enforcement authorities. Such conduct discovered after an event will result in a fine for the full amount of the event(s).

2.5 Suitcasing. "Suitcasing" refers to the practice of attending a trade show but "working the aisles" (or working out of the hotel lobby, hotel bar, or other proximate location) and soliciting business from registered attendees and exhibitors. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted meeting space and on the show floor. Exhibiting companies are encouraged to protect their investment and report any violations to WAA management. Non-registered attendees observed soliciting business in the aisles or other public spaces, or in another company's booth, will be ejected from the event and may be banned from future events in WAA's sole discretion.

2.6 Photography, Recording, and Videotaping. Attendees may not record audio or video of sessions at WAA events. WAA allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.

2.7 Unethical/Non-Compliant Marketing. WAA reserves the right to deny admission to anyone or dismiss anyone from an event or revoke WAA membership, who engages in unethical, inappropriate, or non-compliant marketing practices.

3 Fees

3.1 Payment. The payment of the applicable fees for the event is due upon registration. If such payment is insufficient or declined, WAA may refuse to admit registrant to the event and shall have no liability in that regard.

3.2 Taxes. The fees may be subject sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to attendee in addition to the fees.

4 Cancellation, Substitution, and Lost Badge Policy

4.1 A conference registration will be refunded when requested at least 30 days prior to the conference. There is a 30% administrative fee for a cancelled registration or Professional Development Institute sessions. Hospitality tickets are non-refundable.

A cancellation request received after July 31 for the WAA Annual Conference will be approved at the discretion of the Executive Director. If approved, a late cancellation will be subject to an administrative fee equal to 40% of the total registration. Refund requests postmarked within fourteen (14) calendar days of the date of the event will not be eligible for a refund; however, substitutions (subject to availability) may be arranged at the sole discretion of WAA.

4.2 Event Content. WAA reserves the right to change any aspect of the event, including but not limited to, the event name, themes, content, program, speakers, performers, hosts, moderators, venues, and times.

4.3 All cancellations and requests for refunds MUST be submitted in writing by the deadlines listed within this policy. Telephone and fax requests WILL NOT be honored. Send Emails to: Staff@westarts.org

4.4 Refunds will be sent within four to six weeks after the conference has concluded.

4.5 Attendee changes or substitutions made to any attendee registration may be done until the 14 days prior to the first date of the event. Substitutions or changes done within 14 days or on site after the event has commenced will be subject to a \$50 administrative service charge.

4.6 If attendee badge is lost, a replacement will only be issued for a fee of \$25.00.

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5 Privacy policy

WAA owns and operates the event and is committed to protecting the privacy of its attendees. WAA's privacy policy is available at: <http://www.westarts.org/privacy-policy>.

6 Intellectual Property

6.1 All intellectual property rights in and to the event, the event content, and all materials distributed at or in connection with the event are owned by WAA or the event sponsors or speakers presenting at the event. Attendee may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the event, in any event content or in any materials distributed at or in connection with the event for any reason without the prior written permission of WAA.

6.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in attendee any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by WAA or any of its affiliates; nor does this Agreement grant to attendee any right or license to any other intellectual property rights of WAA or its affiliates, all of which shall at all times remain the exclusive property of WAA and its affiliates.

7 Disclaimer of Warranties, Limitation of Liability

7.1 WAA gives no warranties in respect of any aspect of the event or any materials related thereto or offered at the event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The event is provided on an "as-is" basis. Neither WAA nor its affiliates accept any responsibility or liability for reliance by attendee or any person on any aspect of the event or any information provided at the event.

7.2 Except as required by law, neither WAA nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the event or other aspect related thereto or in connection with this Agreement.

7.3 The maximum aggregate liability of WAA for any claim in any way connected with, or arising from, the event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by attendee to WAA under this Agreement.

8 Miscellaneous

WAA's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. WAA shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond WAA's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by attendee except with WAA's prior written consent. This Agreement shall be governed by the laws of the State of Oregon and the parties shall submit to the exclusive jurisdiction of the Oregon courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created because of this Agreement and attendee acknowledges that they do not have any authority of any kind to bind WAA in any respect whatsoever.