

## LAC22 CONFERENCE TERMS AND CONDITIONS

Thank you for registering for LAC22 (the “Conference”). The following Conference Terms and Conditions (“Terms and Conditions” or “Terms”) apply to you and your participation in the Conference. These Terms also apply to you if another individual registered you at your request. Your Conference registration may include in-person programming (including general admission keynotes, general education sessions, reception and exhibition), digital access to programming (including exclusive content), and/or any optional pre-conference symposia, special events or special in-person or digital programs you choose to add onto your Conference registration, to the extent offered. “Attendee” for purposes of these Terms will include all participants at the Conference, including exhibitors, sponsors, speakers, press, partners, and individual attendees. By participating in this Conference, you agree to these Terms so please read them carefully.

This Conference is organized by the National Hospice and Palliative Care Organization (“NHPCO”), which reserves the right, in its sole discretion, to limit or deny access to any entity or individual.

### Payment Terms

Submission of a registration online, by phone or email, constitutes an official registration and intent to attend the Conference. Invoices are payable upon receipt, and full payment must be received in order to gain entry to the Conference. Please note that payments must be charged to Visa, MasterCard, American Express or Discover, or paid by check. Purchase orders and cash are not accepted.

You agree that, in the unlikely event that NHPCO cannot resolve a payment issue and you dispute the credit card charge, your electronic statement may be used as evidence that said charge is valid and just. If there are any issues with your credit card charge, please contact NHPCO’s Solutions Center at [conferences@nhpco.org](mailto:conferences@nhpco.org).

Please remember that Conference fees do not include NHPCO membership fees. Any NHPCO membership fees paid as part of the Conference registration are non-refundable and non-transferrable.

### **Registration Confirmation**

Registration confirmations are auto-generated and sent to the email address provided during the registration process. If you did not receive your confirmation, please contact [conferences@nhpco.org](mailto:conferences@nhpco.org).

### **Cancellation and Substitution Policy**

All cancellations and refund requests must be made in writing. A refund of the conference fees, minus a \$50 administrative fee, will be provided for cancellations received by January 21, 2022. Cancellations between January 22 and February 18, 2022, will receive a 50% refund less the \$50 administrative fee. No refunds will be granted for requests postmarked after February 18, 2022. Substitutions must be submitted on/before March 1, 2022. Please submit your request in writing. All registration changes (on-demand to in-person or in-person to on-demand) are subject to a \$50 change fee. Send cancellation or substitution requests via email to [conferences@nhpco.org](mailto:conferences@nhpco.org). Refunds or credits will be processed within 15 business days after the conference. NHPCO reserves the right to substitute faculty or to cancel or reschedule sessions due to low enrollment or other unforeseen circumstances.

**Questions:** Call 800-646-6460 or email [conferences@nhpco.org](mailto:conferences@nhpco.org).

### **Conference Cancellation or Modification**

NHPCO reserves the right to cancel, alter, or reschedule the Conference for any reason, including because NHPCO determines in its sole discretion that the Conference cannot be held as planned. NHPCO also reserves the right to close registration when tickets are sold out. NHPCO reserves the right to substitute faculty or to cancel or reschedule sessions due to low enrollment or other unforeseen circumstances. For these reasons, registrants are advised against making non-refundable travel arrangements. Should you purchase non-refundable airline tickets or make non-refundable hotel reservations, you do so at your own risk.

Should NHPCO cancel, alter, or reschedule some or all the in-person portion of the Conference for any reason, your Conference fees will not be refunded. As part of registration, most paid Attendees are automatically registered for and will be provided with access to the LAC22's digital environment, which may include access to various keynote events, education sessions, access to exhibitor and sponsor information and digital networking opportunities. Further, a portion of your Conference fees (including any optional events) may be converted to a credit. If applicable, this credit may be applied to any future NHPCO service or program and must be used on or before December 31, 2022.

**LAC22 registration exception for cancellation, substitution, and conference cancellation or modification policies:**

***IF AN INDIVIDUAL APPLIES A CREDIT TOWARDS LAC22 REGISTRATION, SUCH REGISTRATION IS NON-CANCELLABLE, NON-REFUNDABLE, AND NOT SUBJECT TO THE CANCELLATION AND SUBSTITUTION POLICIES SET FORTH HEREIN.***

### **Communications and Contact Information**

For the purposes of these Terms, the term “Contact Information” means Attendees' names, company names, job titles, address, email address, phone number and additional information you provide as part of registration. Except as described herein, NHPCO does not share your Contact Information with exhibitors and/or sponsors prior to, during or after the Conference if you have opted out of the communications from exhibitors and/or sponsors. The sections below outline when and how NHPCO may share the information described; if you want to adjust your consent and or opt-out preferences, you may do so at any time (subject to the limitations described herein) by emailing [conferences@nhpc.org](mailto:conferences@nhpc.org). Additionally, if you receive an unauthorized email from an exhibitor, sponsor, or Attendee, please contact the exhibitor, sponsor, or Attendee directly to remove your name from its distribution list. You may also notify NHPCO at [conferences@nhpc.org](mailto:conferences@nhpc.org).

### **Attendee Roster**

By completing the registration process and acknowledging these Terms and Conditions, you are providing your consent for NHPCO to share your limited registration information (meaning name, company name, job titles city, state and/or country) on the NHPCO attendee roster.

### **Communications from NHPCO**

By completing the registration process and acknowledging these Terms and Conditions, you are providing your consent to receive emails and other mailings from NHPCO related to the Conference in order to facilitate your participation. Specifically, you are providing your consent to allow NHPCO to use your Contact Information to facilitate access to Conference programming, NHPCO digital platforms, and related events and content.

### **Attendance at Exhibitor Sessions and Sponsored Activities**

By registering for an exhibitor or sponsor session/activity or attending an exhibitor or sponsor session/activity (whether virtual or in-person), you are providing your consent and you agree that Contact Information provided to NHPCO may be shared with respective exhibitors or sponsors; additionally, you agree to receive communications from such exhibitor or sponsor, subject to their corresponding terms and privacy policies. Please be aware that attendance at exhibitor and sponsor sessions/activities is optional, and you may refuse to attend such sessions/activities

penalty; you acknowledge that if you do not permit sharing of your Contact Information in this context, you may not be able to attend some of the exhibitor or sponsor sessions/activities. You may also opt out of receiving these communications, per the instructions above.

### **NHPCO Badge Scanning**

Please be aware that exhibitor and sponsor scanning of attendee badges is optional, and you may refuse to have your badge scanned at booths as well as at the entrance to exhibitor sessions and functions without penalty; you acknowledge that if you do not permit sharing of your Contact Information in this context, you may not be able to attend certain sessions or functions.

### **Digital Content Access**

By completing the registration process and acknowledging these Terms and Conditions, you acknowledge and agree that NHPCO will be offering certain digital content via one or more digital platforms. Depending on the platform(s) NHPCO deploys, access to the digital content may be through a website or through an app you need to download on your device(s). NHPCO will provide login credentials to you (usually by email) prior to the first session. Additionally, our virtual event platform will support features equivalent to scanning your badge at an in-person event. For the event to function effectively your participation may be visible on the platform(s) and other attendees may be able to contact you via the platform(s). If you choose to interact with another attendee, you agree to permit NHPCO to share your event networking profile with that attendee. You can opt out of this sharing by not interacting with other attendees and you can also control what information is available in your event networking profile, including any contact details.

### **Guest Speakers**

Guest speakers are not employees of NHPCO and NHPCO neither pre-reviews nor comments on the content of our guest speakers' sessions. Guest speaker views and opinions are entirely their own and in no way reflect the views and opinions of NHPCO.

### **Health and Safety**

To ensure the health and safety of meeting attendees, NHPCO has adopted a “full vaccination required” approach for all Attendees. The determination of “Fully Vaccinated” status will be based on CDC guidance applicable at the time of the Conference. All Attendees are required to provide proof of their status as Fully Vaccinated in order to gain access to the in-person Conference. Additional health and safety protocols will apply to all Attendees. Those protocols are available here [NHPCO Health & Safety Protocols](#) and will be updated from time to time, at the sole discretion of NHPCO. If an Attendee is not Fully Vaccinated and/or does not comply with the Protocols, they will not be permitted to attend the Conference.

Further, you understand and agree that NHPCO may share any COVID-related information about you that NHPCO receive as part of the Protocols with public health authorities or other regulatory agencies, as required under applicable laws.

Please note that as of January 28, 2022, the Health and Safety Protocols require Attendees to provide proof that their COVID-19 vaccination status is “Fully Vaccinated” and “Up to Date,” based on CDC guidance applicable at the time of the Conference, in

order to gain entry. Please see the updated [Health and Safety Protocols](#) for additional details.

### **Use of Multimedia**

By attending the Conference, you acknowledge and agree that NHPCO, or others acting on its behalf or through sponsorship or exhibitor contracts, may take photographs and video (by any means) and/or make sound recordings during the Conference (including through the digital event platform and via social media) and that you may appear in such photographs and videos and be heard in such sound recordings, and that NHPCO may edit and use the footage it captures at the in-person and digital Conference for marketing and promotional activities (including through social media) now and in the future, and for any other lawful purpose in the ordinary course of its business.

You are prohibited from video recording, and sound recording of any part of any in-person or digital Conference sessions or content (including through recording on social media feeds) unless you have obtained written permission in advance from NHPCO. For online programs, NHPCO prohibits the use of screen shots and/ or any other technology that can be used to capture proprietary content and images from the Conference.

Due to the prevalence of mobile devices in today's world, NHPCO disclaims all liability for the capture of your image, voice or likeness by Attendees in any multimedia format at the Conference.

### **Code of Conduct**

You agree not to copy or permit to be copied, in any form or format, without the express written permission of NHPCO, any of the contents of the Conference attendee roster. You also agree not to use the roster contents for any commercial, marketing, promotional or political purposes.

No solicitation is permitted except by exhibitors within the confinement of their booths. NHPCO reserves the right to escort any individual from the Conference who is reported to be soliciting and who is not a NHPCO exhibitor.

Attendees are expected to behave responsibly and to treat each other and the community with respect, kindness and compassion. Failure to behave in such manner, as determined in NHPCO's sole discretion, may result in removal from the in-person and/or electronic Conference and deactivation and/or revocation of credentials, without refund.

The Conference is a private event, and weapons are strictly prohibited. Attendees are forbidden from carrying weapons of any kind, including concealed or displayed firearms or knives, onto the premises of the Conference. NHPCO reserves the right, in its sole discretion, without refund, to deactivate and/or revoke the credentials of Attendees

who violates this policy. By registering for the conference, you agree to comply with this policy, regardless of any signage located on the premises of the Conference.

For security reasons, badge swapping or sharing of access credentials is not permitted. Anyone found wearing a badge that does not match that person's identification or using another person's access credentials for the in-person conference will be evicted from the Conference without a refund, and that person's registration will be canceled.

Additionally, anyone sharing their access information or login credentials in connection with any component of the NHPCO digital content will be restricted from future access to the event, and that person's registration will be cancelled.

A Conference badge allows an Attendee entry to the overall Conference, but cannot guarantee admission to every session, lounge, or meeting area. Admission is subject to venue capacity and other requirements.

### **Waiver of Liability**

You assume all risks associated with, resulting from, or arising in connection with, attendance at and/or participation, in any capacity, in the Conference or any Conference-related activities, including, without limitation, all risks of theft, loss, harm, damage, illness or sickness (including those caused by known or unknown infectious or communicable disease such as COVID, H1N1, or other illness or sickness caused by bacteria, fungi, microorganisms or viruses), or injury to the person (including death) or

property damage, whether caused by negligence, intentional act, accident, act of God, or otherwise, and whether occurring before, during or after the Conference.

You further agree that neither NHPCO nor its agents, officers, directors, members, contractors or employees shall be liable for illness, sickness or injuries to the person (including death) or loss or damage to property resulting from, occurring at or arising out of the Conference or Conference-related activities, including but not limited to any education sessions presented in connection with the Conference, or for any indirect,

incidental, consequential, special, punitive or exemplary damages. You further release and discharge such persons and entities from, and covenant not to sue such persons and entities with respect to, any and all risks, injuries, losses, damages and liabilities described herein.

You further agree that the maximum liability of NHPCO to you arising from your registration, participation, and attendance at the Conference shall be the return of your fees paid to NHPCO.

### **Governing Law, Venue, Class Action Waiver, and Jury Waiver**

You agree that any disputes related to your participation in and/or fees paid for the Conference shall be governed exclusively by the substantive laws of the Commonwealth of Virginia without giving effect to any choice-of-law rules that might result in the

application of a different state's substantive law. You further agree that any action brought in these courts related in any way to the Conference, including without limitation your participation in the Conference and/or fees paid for the Conference, will be an individual claim, that you shall not bring claims against NHPCO in a representative capacity on behalf of any other individual, that you shall opt out of any class proceeding, and that you shall not assert class or collection action procedures. You further agree that both you and NHPCO waive any right to a trial by jury for any legal action related to the Conference, including without limitation your participation in and/or fees paid for the Conference.

### **Reporting Dangerous Situations or Emergencies**

If there is a situation that looks concerning or could be dangerous, notify Conference organizers onsite in a prompt manner or email us at [conferences@nhpco.org](mailto:conferences@nhpco.org). In the event of an emergency situation, please contact local authorities immediately.

### **Consequences of Violating These Terms and Conditions**

NHPCO reserves the right to, at its sole discretion, revoke the credentials of Attendees whose conduct is to be in violation of these Terms and Conditions or is otherwise deemed inappropriate, disorderly or offensive, and to do so without warning or a refund. This may also result in prohibition from registering or attending future conferences.

BY REGISTERING FOR NHPCO'S LEADERSHIP AND ADVOCACY CONFERENCE, YOU AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE. FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT IN REGISTRATION CANCELLATION WITHOUT REFUND. NHPCO RESERVES THE RIGHT TO EXPEL ANYONE FROM THE CONFERENCE WHO DOES NOT COMPLY WITH ANY OF THE ABOVE TERMS.