

## WSAA Event Terms and Conditions and Liability Waiver

Thank you for registering for WSAA (the “Event”) hosted by Western States Acquirers Association (“WSAA”). By registering for this Event, you agree to the following:

### Code of Conduct

WSAA welcomes and supports people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social and economic class, educational level, color, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.

WSAA is committed to allowing attendees to experience WSAA free of harassment, discrimination, sexism and threatening or disrespectful behavior. We reserve the right to revoke, without notice or refund, credentials, or access to WSAA events and venues for those who engage in such conduct.

Those who feel you may have been subjected to harassment, discrimination, sexism, and threatening or disrespectful behavior are encouraged to contact any member of the WSAA Board of Directors.

### WSAA Cancellation and Refund Policy

**Attendee, Additional Exhibitor, Additional Sponsor and Golf Tickets** - Fully refundable if received in writing at [info@westernstatesacquirers.org](mailto:info@westernstatesacquirers.org) no later than August 31<sup>st</sup>, 2022. After the deadline refunds will not be issued and not applicable for carry over to the following year’s events.

**Exhibitors and Roaming Exhibitors** - Fully refundable if received in writing at [info@westernstatesacquirers.org](mailto:info@westernstatesacquirers.org) no later than July 7<sup>th</sup>, 2022 and is subject to a \$100 processing fee. If a request to cancel is received after deadline the Exhibitor or Roaming Exhibitor tickets are non-refundable but will be carried over to the following conference year.

**Sponsorship** - Sponsorships are non-refundable due to WSAA’s fundraising requirements, commitment to focusing on strategic sponsorships that incent networking, conference “buzz”, and excitement and therefore also require full purchase or minimum deposits (when warranted) once sponsorship is secured. However, should you need to cancel WSAA will make every effort to apply a portion of your sponsorship dollars to the following year’s conference.

**“No Show” All registrants** – Tickets that are unused due to a “no-show” for all levels of attendance, Attendee, Exhibitor, Sponsor, Additional Exhibitor, Additional Sponsor, or Golf, are all non-refundable.

### Attendee Terms & Conditions

Attendees attend a WSAA conference to learn more about the industry, discuss industry trends with colleagues and make contacts within the industry. An attendee is defined as any person(s) or company that is considered an Independent Sales Offices, Merchant Level Sales Person and those attending WSAA to review, purchase and/or resell the products available in the Exhibit Hall and learn about the latest in industry trends and regulations. Attendees may not solicit business, sell products or services, or recruit agents or resellers. All attendees must be registered and paid before participating in the conference.

Please report any violation to a Board Member immediately. Any person(s) reported for violating this prohibition will be removed from the conference and barred from attending future conferences.\*

If an individual has been an exhibitor at a previous WSAA conference, they will not qualify to register as an attendee and will ask to re-register as a roaming exhibitor or exhibitor.

\*WSAA reviews all registrations and reserves the right to change or cancel the registration of any individual or company at its sole discretion to enforce WSAA rules and policies.

### **Exhibitor/Sponsor Terms & Conditions**

Individuals or companies who solicit business, sell products or services or recruit agents or resellers are considered an Exhibitor and must register as an Exhibitor, Roaming Exhibitor or Sponsor. Exhibitor and Sponsor registration are accepted on a first-come, first-served basis based on availability. All Exhibitors and Sponsors must be registered and paid before participating in the conference.

Please report any solicitation by a non-exhibitor to a Board Member immediately

Exhibitor and Sponsor displays - must be in good taste, safe, in good condition and safely and entirely fit on the provided 6' x 30" table. Exhibitors and their displays may not create audio/noise that is excessively loud nor have lights, pictures or video that are objectionable. The display may not exceed the table footprint. No part of any exhibitor display may exceed a maximum overall height of 90 inches above tabletop. No exhibitor display or materials may be placed on the floor, either in front of, on the side of or behind the table. All power cords or wiring must hang behind the display and all electrical connections and wiring must conform to the local fire code for the conference venue. Exhibitors may use a custom table skirt as long as it is in good condition, entirely covers the tabletop and drapes to the floor in front and on the sides. Electricity and Wi-Fi is provided. Any wired Internet connection or special audiovisual needs must be ordered in advance through the venue's AV provider at additional expense.

The WSAA Board of Directors will be the final arbiter in determining whether a display violates WSAA exhibitor display rules. If an exhibitor or exhibitor display is found to be in violation of the rules, the exhibitor will be notified and must immediately correct the violation. Failure to do so will result in the exhibitor being banned from further participation in the WSAA conference.

Events, Activities and Meetings - Events – WSAA provides various networking events throughout the conference and therefore Exhibitors, Sponsors and others may not host competing activities and events, on or off property, that conflict with the published WSAA conference agenda.

### **Golf Tournament Terms & Conditions**

Golf Tournament registration is accepted on a first-come, first-served basis based on availability. All golfers must be registered attendees of WSAA. WSAA reserves the right to assemble foursome pairings. Dress code is golf attire with soft spikes required. Golfers will be responsible for any additional charges such as club or shoe rental and merchandise purchases.

### **Compliance with WSAA Policies and Procedures, Including Those Related to COVID-19**

You understand that the Centers for Disease Control (CDC) has classified COVID-19 as a highly contagious disease that can be transmitted asymptotically and can lead to severe illness and death. You recognize that an inherent risk of exposure to COVID-19 and other infectious illnesses exists in any public place where people are present. You understand that your participation in the Event is completely voluntary on your part and permitted at WSAA's discretion, and you agree to abide by all policies and procedures as established by WSAA at the Event, including, but not limited to, following CDC and state and county health department guidelines and orders, requiring proof of vaccination, wearing of masks, and other actions to reduce the likelihood of the spread of COVID-19 at the Event.

If your conduct does not meet reasonable standards of behavior, including without limitation following the instructions provided by WSAA or the Event facility, you understand that your participation in the Event may be revoked by WSAA in its sole discretion without a refund.

### **Assumption of the Risk, Release, and Waiver of Liability**

You also understand that WSAA cannot eliminate the risk of your contracting COVID-19 or any other infectious illness in connection with your participation in the Event. By registering for and attending the Event, **YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS RELATED TO EXPOSURE TO COVID-19 AND OTHER INFECTIOUS ILLNESSES** and all risk of personal injury, damage, and expense related to your participation in, and travel to and from, the Event.

In consideration of the opportunity to participate in the Event, you hereby **FOREVER RELEASE, WAIVE, AND HOLD HARMLESS WSAA** and its officers, directors, employees, members, volunteers, contractors, representatives, and agents (collectively, the "WSAA Parties") from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of any WSAA Party, in connection with your participation in the Event.

**YOU PROMISE NOT TO SUE ANY OF THE WSAA PARTIES** for any claims that you have released, waived, and discharged. You agree that the law of the State of California will apply to this release and waiver. You understand that this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

**Conference Badges** - All registrants will be provided a conference badge for use during the event (attendee, exhibitor, sponsor, or speaker badge). For security purposes, you will be required to wear your conference badge at all times in WSAA's meeting space. Individuals without a visible conference badge will not be permitted into the exhibit hall or any meeting's areas.

**Photography Policy** - By attending WSAA, you acknowledge that photographs and/or videos of you or your group may be taken by our conference staff and/or photographers at any time. Furthermore, you grant WSAA permission to use photographs and/or video of your likeness in any type of media, including

websites and print publications, without compensation or reward. NO AUDIO OR VIDEO TAPING OF THE PROGRAM PERMITTED.

### **Registration Information Policy**

All data collected in the registration process becomes the property of the WSAA. By completing registration, attendees, exhibitors, sponsors, speakers or staff agrees to allow WSAA to 1) Use registration data to promote WSAA and its services, 2) Provide registration data to paid sponsors, and 3) Permit paid sponsors to use registration data to contact registered individuals or companies.

### **Terms and Conditions and Privacy Policy Specific to WSAA Mobile App**

By registering for the WSAA mobile app, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by these Terms of Use and the Privacy Statement that can be found here. WSAA may collect Personal Information, including Sensitive Data, and other information.

“Personal Information” means individually identifiable information that would allow us to determine the actual identity of, and contact, a specific living person. Sensitive Data includes information, comments or content (e.g. photographs, profile, work) that you optionally provide that may reveal your ethnic origin, nationality, and/or religion. By providing Sensitive Data to us, you consent to the collection, use and disclosure of Sensitive Data as permitted by applicable privacy laws. We may collect this information through a website, mobile application, or other online services. By registering for WSAA, you are authorizing us to gather, parse and retain data related to the provision of the Service. When you provide personal information through our Service, the information may be sent to servers located in the United States and countries around the world.

WSAA is committed to data privacy and protecting your personal information. Information on how WSAA collects, processes, and uses your data is included in the WSAA policy that can in its Privacy Statement (in link above) which is hereby incorporated into these Terms & Conditions. Additionally, by submitting your email address during the event registration process, you agree that WSAA and its event partners may send you event-related information. A valid email address is required for all registrations.

**Information collected automatically** - We automatically collect information from your browser or device when you visit the WSAA mobile app. This information could include your IP address, device ID and type, your browser type and language, the operating system used by your device, access times, your mobile device’s geographic location while our application is actively running, and the referring website address.

**Cookies and use of cookie and similar data** - When you visit the WSAA mobile app, we may assign your device one or more cookies or other technologies that facilitate personalization to facilitate access to our service and to personalize your experience. Through the use of a cookie, we also may automatically collect information about your activity on our service, such as the pages you visit, the time and date of your visits and the links you click.

**Information Shared with Other Users** - When you register as a user of the WSAA mobile app, your profile will be viewable by other registrants of WSAA . Other registrants will be able to view information you have provided to us directly or through your WSAA registration, such as a photo, any additional photos or other information you upload, your name, your work title and description, and your company information.

**Personal information** - We do not share your personal information with others except as indicated in this Privacy Policy or when we inform you and give you an opportunity to opt out of having your personal information shared. We may share personal information with service providers, including personal and financial information, with third parties that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, member screenings, supporting our Service functionality, surveys and other features offered through our Service. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.

WSAA uses the personal data you provide in this registration for administering your participation in this event. This may include information about the event's content, event logistics, payment, updates, and additional information related to the event.

WSAA may disclose your personal data to third party service providers engaged by WSAA to assist in the conduct of the event (e.g., hotel, mobile application provider). Information you provide when registering for or participating in an event managed or co-sponsored by parties other than or in addition to WSAA may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties. Except as described herein, WSAA will not disclose your personal data to any other third party without your consent except where required to do so by law.

**Other Situations** - We may disclose your information, including personal information:

- In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
- When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of WSAA, other WSAA registrants, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our Terms of Use or other agreements or policies.
- In connection with a substantial corporate WSAA ion, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

**Data Retention** – WSAA retains your information only as long as we need it for legitimate business purposes and as permitted by applicable legal requirements. If you close your account, we will retain certain data for analytical purposes and recordkeeping integrity, as well as to prevent fraud, enforce our Terms of Use, take actions we deem necessary to protect the integrity of our Service or our users, or take other actions otherwise permitted by law. In addition, if certain information has already been

provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies.

**Information You Provide About Yourself** - The WSAA mobile app has areas where you can post information about yourself and communicate with others by creating calendar appointments. Such postings are governed by our Terms of Use. Also, whenever you voluntarily disclose personal information on internally viewable pages, that information will be available to other registrants and can be collected and used by others. For example, if you post your email address, you may receive unsolicited messages.

#### **Acceptance of WSAA Policies and Rules**

By completing the registration and making payment of the registration fees, individuals or companies declare acceptance of all WSAA policies and rules.

#### **Violations of WSAA Policies and Rules**

It is not the goal of the WSAA organization to impose penalties on any individual or company. However, anyone violating, circumventing or attempting to violate or circumvent WSAA policies and rules may be banned from the conference and will not be entitled to a refund for fees paid.