



Water Environment Federation (WEF)

Attendee Terms and Conditions

By registering for and participating in any event hosted by Water Environment Federation® (“WEF®”), including its Odors and Air Pollutants 2023, you, on your behalf and on behalf of any other third party acting on your behalf (collectively “you” or “Attendee”) hereby agree to these Terms and Conditions, with WEF as follows:

- 1. HEALTH & WELL-BEING PROTOCOLS:** While there are currently no protocols in place, in the event protocols are needed, all conferences attendees agree to follow all Health & Well-being protocols implemented on-site for the event. We will continue to closely monitor all conditions related to COVID-19 between now and the start of the event and reserve the right to modify health screening protocols in our sole discretion. We will inform you of any such changes and as a condition of participation you agree you will follow these protocols. Should you fail to observe any of the protocols, WEF may remove you from the Event without refund.
- 2. CANCELLATION AND SUBSTITUTION.** Written request for cancellation/refund must be submitted by April 28, 2023. WEF will charge a 25% cancellation fee and refund 75% of payment for conference registration cancellation requests submitted in writing on or before April 28, 2023. No refunds will be issued for cancellations requested after April 28, 2023. Rather than cancelling, consider sending a substitute. An organization may submit a request to substitute one person for another in writing by April 28, 2023. Substitutions cannot be made after April 28, 2023, or onsite at the event.
- 3. CONSENT TO RECORD.** By participating in the Event, Attendee agrees that its name, photograph, voice, biographical information, likeness, name, comments, voice, persona, writings and/or personal property recordings, children (if applicable), testimonial, endorsement and any intellectual property rights on all elements contained in or resulting from participation in the Event (collectively the “Likeness”) shall be captured, displayed, and may be used in any and all media or forms by WEF or third parties without compensation or notice, including for promotional or advertising purposes.

WEF may hire professional service providers (photo/video/streaming/audio) to document and display the event experience. WEF may also use social media to: post real-time photos and videos to its social media feeds; and display select submissions from those feeds on monitors throughout the event venue. Attendees, speakers, sponsors, and exhibitors are encouraged to capture their event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, speaker, sponsor, exhibitor, third party, or WEF. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an Attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Attendee.

Attendee further grants WEF and third parties a royalty-free, perpetual, irrevocable license to reproduce, distribute, publicly perform, and publicly display the Likeness, including any associated intellectual property, such as images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, to prepare

derivative works based upon the Likeness, and to grant sublicenses to third parties to exercise these licensed rights. Attendee understands and agrees this permission signifies that photographic or video recordings and Attendee may be electronically displayed, reproduced, recreated, recorded, performed, exhibited, distributed, copied, edited, changed, modified, added to, subtracted from, re-titled and adapted, and otherwise used and exploited without having to give any compensation or attribution to Attendee or any third party via the Internet, email or in other public educational settings without notice.

- 4. NO RECORDING.** Attendee further agrees Attendee shall not use any audio or video recording technology (including devices with digital camera functionality, such as smartphones or tablets, and recording software, such as screen capture or similar software) during a presentation and not record or photograph any speakers or any presentation at the Event, unless expressly permitted by WEF. Attendee shall not make any part of the materials presented at the Event (any "Materials") public or issue any press releases related to the Event without express prior written approval from WEF ("Public Statements"). Among any other remedies available to it, WEF expressly reserves its right to terminate Attendee's participation in the Event immediately upon notification that any Public Statements have been distributed in violation of this provision and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to WEF.
- 5. PARTICIPATION.** You agree to contribute Personal Data for the purpose of participating in the Event. You represent and warrant that the Personal Data you provide to the WEF shall be accurate and complete. You agree to provide truthful and accurate registration information as requested by WEF; and to promptly inform WEF of any changes to your registration information. Such Personal Data will only be used by WEF as reasonably required for providing services as contemplated hereunder. You understand that your user activity and overall presence at the conference will be monitored by our Registration Vendor, Maritz Global Events. Attendees can receive communications from Exhibitors, Sponsors, and the vendor community by checking the "Opt In" box on the Event registration form.
- 6. VIEWS.** The views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of WEF. 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 (collectively "Content"). WEF shall not be liable for any claims arising out of or related to the views and Content.
- 7. TECHNOLOGY USE.** You acknowledge that your use of technology during the Event is not guaranteed. WEF and its vendors will use their best efforts to communicate with attendees regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the Event platform.

In no event shall WEF be held liable for interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to the virtual event platform for the duration of the posted Event website.

- 8. DRESS CODE.** The dress code at Event is business casual. You are required to adhere to this dress code during Event including, but not limited to, live video chat.
- 9. CODE OF CONDUCT.** WEF is committed to providing a professional, safe, and welcoming environment during its in-person and virtual events for all water professionals and their guests. WEF expects all attendees, exhibitors, speakers, sponsors, media, and other participants to uphold our commitment to diversity and inclusion by helping us provide a positive conference environment for everyone.

As a conference participant you agree to the following:

- To treat all individuals with respect and create a collegial, inclusive, and professional environment.
- To value a diversity of views and opinions by communicating openly with respect for others.
- Not to verbally abuse any individual or to discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank.

Anyone requested to stop unacceptable behavior is expected to comply immediately. WEF management may take any action deemed necessary and appropriate, including removal from the event (and any remaining portions thereof) without warning and without refund of registration fee.

Additionally, if you are a WEF Member, you agree to uphold the WEF Member Code of Conduct while attending WEF Events.

Reporting Concerns

In the event a matter must be addressed immediately, you may email the WEF executive director at executivedirector@wef.org.

For the complete event Code of Conduct, please visit <https://www.weftec.org/about/about-weftec/code-of-conduct/>.

- 10. FIREARMS.** Firearms, weapons (including weapon replicas), ammunition, dangerous or hazardous devices or substances, and illegal items are prohibited at WEF Events. WEF participants acknowledge all bags are subject to search and metal wand screening.
- 11. INDEMNIFICATION.** Attendee, on behalf of yourself, and your successor, heirs and/or assigns (collectively the "Indemnifying Party") agrees, at its own expense, to indemnify, defend, and hold harmless WEF, its affiliates, officers, board, staff, representatives, agents, members, and employees (each the "Indemnified Party") against any demands, actions, suits (including, but not limited to, suits arising from infringement of copyright, proprietary rights of claim of libel, obscenity or invasion of privacy that may arise out of any party of participation in the Event), damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys' fees and costs, of whatever kind or nature (collectively "Claims") incurred by any Indemnified Party, as a result of the Indemnifying Party's willful misconduct, gross

negligence, negligence, or any violation of any federal or state law, rule or regulation. The Terms and Conditions shall survive the termination of the Event.

- 12. VIOLATIONS.** You acknowledge that any violation of these Terms and Conditions may result in WEF issuing you a verbal warning, removing you from the Event without refund, restricting you from attending future WEF events, and revoking your membership in WEF.