

## ACG Virtual Event Terms and Conditions

### **Implied Agreement**

These are the terms and conditions (the “Agreement”) governing your participation in any ACG owned and operated virtual event, meeting, show, seminar or conference (the “Virtual Event” or “Event”). By registering for the Virtual Event, you agree to these terms which form a binding legal contract between the Virtual Event owner and host, Association for Corporate Growth, Inc., (“ACG” or “Owner and Organizer”) and the registered participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

### **Participation Requirements**

**Cost of Access** – Your registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

**Membership Status** – In order to obtain access to an ACG Virtual Event, attendee must be a member in good standing (dues are up to date) at the time of registration and at the time of the event. If someone registers as a member and their membership expires prior to the event, ACG has the right to cancel their registration if they do not renew. Some chapters require an application process; if the attendee cannot get their membership processed before the date(s) of the Virtual Event, ACG will evaluate the individual situation.

**Use of Likeness** – By participating in an ACG Virtual Event, you acknowledge and agree to grant ACG the right to record, film, live stream, photograph, or capture your 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 you or any payment to you. This grant to ACG 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.

**Event Content** – You acknowledge and agree that ACG, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

**Use of Registrant Contact Information** – By registering for this Event, registrants give permission for their contact information to be shared with other registrants, associated third-party vendors, event sponsors and be included in the Virtual Event Attendee List. If a registrant would like to opt-out, a written request must be sent to [events@acg.org](mailto:events@acg.org). The Attendee List may not be reproduced, copied or disseminated, entered into a computer database, used as part of or in conjunction with a mailing list, or otherwise utilized except for your individual, personal and confidential reference. Use of the data in the Attendee List to send unsolicited marketing e-mails (“spam”) is not permitted. Infractions are policed and may result in legal or disciplinary action, which may include cancellation of membership and/or future ACG virtual and live events.

### **Prohibited Conduct**

**Limitations on Use** – By registering for a Virtual Event, you agree not to sell, trade, transfer, or share your complimentary access link unless such transfer is granted by ACG. If ACG determines that you have violated this policy, ACG may cancel your access, retain any payments made by you, cancel your membership, and ban you from future ACG virtual and live events.

**Disruptive Conduct** – You acknowledge and agree that ACG reserves the right to remove you from the Virtual Event if ACG, in its sole discretion, determines that your participation or behavior create a disruption or hinders the Virtual Event or the enjoyment of the Virtual Event content by other participants.

**Recording & Broadcasting** – Participants may not record or broadcast audio or video of sessions of ACG Virtual Events. Participants may not record any one-on-one meetings, group discussions, virtual networking, or any other activity with other Participants without prior written consent from all other Participants in the conversation.

**Unethical Practices** – ACG reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

**Additional Exclusions** – ACG may also exclude any prospective participant from registering for or participating in any Virtual Event, in ACG's sole discretion.

**Anti-Harassment Policy** – ACG is dedicated to providing a harassment-free Virtual Event experience for everyone. ACG does not tolerate harassment of any form.

### **Release from Liability**

ACG and its directors, officers, employees, agents, representatives and successors shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any other person or any loss of or damage to any property of registrants or any other property where such injury, loss or damage is incident to, arises out of or is in any way connected with the registrant's participation in the Virtual Event, and the registrant shall be responsible for any such injury, loss or damage or any expenses relating thereto, and the registrant hereby agrees to protect, indemnify, hold harmless and defend ACG and its directors, officers, employees, agents, representatives and successors against all such claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of ACG and its directors, officers, employees, agents, representatives and successors. In addition to the foregoing, the registrant agrees that it will make no claim of any kind against ACG and its directors, officers, employees, agents, representatives and successors for any injury, loss, cost or damage of any nature or character whatsoever, including without limiting the foregoing, any claim for damage to the registrant's business by reason of the failure to hold the Virtual Event or for any action of ACG and its directors, officers, employees, agents, representatives and successors in relation to the Virtual Event.