

### **EVENT TERMS AND CONDITIONS**

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VIRTUAL AND IN-PERSON CONFERENCES, COURSES AND WEBINARS
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#### DISCLAIMER

Please note that while speakers and topics were confirmed at the time of publishing the agenda, circumstances beyond the control of Gulf Coast Power Association, Inc. ("GCPA") may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, GCPA reserves the right to alter or modify the event details including but not limited to the agenda as necessary without any liability to its attendees. Program substitutions or alterations can be made at any time and without prior notice.

The content presented in GCPA events is for informational purposes only. The presentations should not be considered legal, accounting or valuation advice and should not be relied upon for transaction purposes.

Registrant is responsible for all costs associated with attending an event including, but not limited to, hotel reservations, airfare and ground transportation. GCPA's liability is limited to the registration fee(s) only.

## **CANCELLATION, REFUND & CREDITS**

All cancellation requests must be made in writing and sent via email to <a href="mailto:events@gulfcoastpower.org">events@gulfcoastpower.org</a> prior to the event start date.

Cancellations received in writing on or before 3 weeks prior to the event start date are entitled to a full refund, minus a 10% processing fee per canceled ticket. All refunds will be issued to the original method of payment.

Cancellations received in writing less than 3 weeks prior to the event start date will not be eligible for a refund but may be eligible for a partial credit. Please remember that canceling your registration does not automatically cancel your hotel and travel arrangements. You are responsible for canceling your own hotel and travel reservations.

This cancellation policy is not applicable to sponsorship & exhibitor agreements. Please reach out to <a href="mailto:sponsors@gulfcoastpower.org">sponsors@gulfcoastpower.org</a> for cancellation terms and conditions.

Substitutions (registration transfers) are allowed by individuals within the same organization, prior to the event or onsite. Badge swapping/sharing is strictly prohibited.

Refunds and credits are not eligible for registrants who do not attend the event ("no show") and do not provide a written cancellation in advance of the event start date.



Credits are non-transferrable. Credits can only be used by the original ticket holder.

Refunds and credits are not eligible for registrants who fail to comply with our Event Terms and Conditions.

In the event GCPA reschedules an event due to a Force Majeure Event, 100% of your registration fee paid will automatically be applied to the rescheduled event. "Force Majeure Event" shall mean any occurrence beyond the control of GCPA, including without limitation, acts of God, flood, storm, drought, earthquake or other natural disaster; fire or explosion; terrorist attack, civil unrest or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; governmental action, national emergency or at the event location a state or local emergency; labor disputes or unrest; nuclear, chemical or biological contamination; epidemic, pandemic, quarantine restriction, public health restriction or mandate, or other health related crisis or issues; disease at the event location or in the surrounding area; travel restrictions or curtailment; or interruption or failure of utility service.

If an event is cancelled for any reason other than a Force Majeure Event, GCPA's liability is limited to the refund or credit of the event registration fee only and not for any other costs incurred by the registrant related to the event. GCPA's liability is limited to credit the registration fee only if an event is cancelled due to a Force Majeure Event.

If you need any assistance or have further questions regarding our cancellation policy, please contact us at <a href="mailto:events@gulfcoastpower.org">events@gulfcoastpower.org</a>.

#### INVOICE PAYMENTS

To pay via invoice for an event, please contact <a href="mailto:events@gulfcoastpower.org">events@gulfcoastpower.org</a>.

Invoice payments must be made within two weeks of receipt or one week prior to the event start date, whichever comes first, or your registration may be subjected to cancellation.

#### DISCRETION OF ATTENDANCE

GCPA reserves the right to refuse an attendee's admission to an event, at its sole discretion. In the event that GCPA refuses admission to an attendee who has registered for an event, GCPA will refund registration fees paid by that attendee.

If refusal of admission is due to an attendee not complying to these GCPA Event Terms and Conditions, no refund will be provided.

# VIRTUAL AND IN-PERSON CONFERENCES, COURSES AND WEBINARS

These Terms of Service govern your use of the GCPA's websites, other digital and electronic platforms, and their associated content, communications, tools, features, functionality and services (collectively, the "service"), whether or not a log-in or registration is required to access them.



You are responsible for the use of any password you create or that is assigned to you as part of your registration and for maintaining its confidentiality. You are responsible for all activities that occur under your account and password. Sharing, selling or transferring your account or password with or to any other person or making it available to multiple users on a network is strictly prohibited.

You agree that we may use this password to identify you. We reserve the right to deny, restrict or terminate your access to any content or feature reached via such registration process for any reason, at our sole discretion.

You may not circumvent any technical measures we use to restrict access to the services or access or use the services in any way intended to avoid incurring fees.

The text, photographs, video, graphics, quotes, data, information, the overall "look and feel", and all protectable intellectual property available through the service ("content") is the property of GCPA or its third-party content providers. It is provided by GCPA to you for your personal use and information only. You may not use the content or service for any commercial purpose. You may not remove, alter, forward, scrape, copy, sell, distribute, retransmit, create derivative works or otherwise make available the content to third parties without our prior written consent.

You may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code or architecture of any feature or component of the service.

GCPA does not warrant that features will be uninterrupted or error-free, that defects will be corrected, or that GCPA's virtual platform, the server(s) that makes GCPA's virtual content available, or available downloads are free of viruses or other harmful components. GCPA is not responsible for technical or internet issues experienced on your device and its compatibility with the virtual or on-demand platform. The virtual content and course materials are provided "as is" and without warranties of any kind either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, accuracy, omissions, completeness, currentness, correctness, reliability and delays. GCPA does not warrant that any or all aspects of the virtual classes, events, and/or conferences are compatible with your equipment.

GCPA regrets that refunds will not be given for any virtual forum or conference registration if you have received your user access information and have accessed the virtual platform.

#### **CONFERENCE ATTENDEE LISTS**

Conference attendee lists are essential for networking and maximizing the value of attending conferences. They provide insights into who else will be attending the event, allowing participants to identify potential connections, plan meetings, and engage with relevant industry professionals. Accessing the GCPA Event Conference attendee lists is, in financial terms, equivalent to attending the event; no refunds or credits will be given to users who have accessed the GCPA Conference attendee lists through the GCPA Website or within an event app.



CONFERENCE ATTENDEE LISTS DATA MAY NOT BE HARVESTED, SOLD TO OTHERS, INCORPORATED INTO ANY TYPE OF COMMERCIAL DATABASE, USED TO GENERATE MAILING LISTS, OR EMPLOYED FOR ANY PROMOTIONAL PURPOSE, ESPECIALLY MASS EMAIL AND TELEPHONE SOLICITATION.

Please be aware of, and report any fraudulent, unauthorized use of GCPA Conference attendee lists. No outside entity has been provided or is authorized to sell any information related to our members, event attendees, sponsors, exhibitors, or other information.

#### PHOTOGRAPHY & VIDEOGRAPHY

Photography and/or videography may take place on-site at GCPA events. By agreeing to the terms and conditions, you consent that you or your likeness may be photographed or recorded and used in future GCPA materials for marketing, promotional, creative or commercial purposes.

By entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for the use of such record media.

You understand that all photography, filming and/or recording will be done in reliance on this consent. If you do not agree to the foregoing, please do not enter the event premises.

All photography, videography, and audio recording are prohibited inside meeting rooms where and when sessions take place. As an attendee, and by attending, you fully agree to respect the privacy of the conference presenters and their materials.

#### **HEALTH AND SAFETY**

We appreciate your cooperation as we strive to make the attendee experience as safe as possible for all. Although preventative measures set forth by GCPA and the venue are intended to help reduce the spread of COVID-19 and other diseases caused by a virus, there is still an inherent risk of exposure to viral contagions that exists in public places where groups of people are present. By registering for any of GCPA's in-person events, you acknowledge and agree that you are voluntarily assuming all risks of exposure and agree to release, waive and discharge GCPA, its parent entities, and all related and affiliated individuals and entities, and all individuals and entities involved in the event at GCPA and the venue which you are attending, from all claims directly or indirectly arising from your visit to GCPA event.

By attending a GCPA event, you and your guests agree to observe all applicable instructions/guidance from the venue, legal requirements and public health guidance regarding safety protocols while attending.

GCPA reserves the right to change, amend, add or remove any of the above Event Terms & Conditions in its sole discretion and without prior notice. These Event Terms and Conditions apply to all event participants (attendees, speakers, sponsors, exhibitors).