

ALSHP Meetings and Events Terms and Conditions

ALSHP Meetings and Events Terms and Conditions

These are the terms and conditions (the “Agreement”) governing your participation in any ALSHP owned and operated in-person or virtual meeting or event. By registering for the ALSHP meeting or event, you agree to these terms, which form a binding legal contract between the meeting or event owner and host, the Alabama Society of Health-System Pharmacist, Inc. (ALSHP) and the registered participant (“Participant” or “you”). If you are registering on behalf of another individual, it is your responsibility to ensure that the person participating is aware of these terms and accepts them and that the information provided is accurate. You agree to be solely liable for damages as a result of any information you provide, including opting-in to receiving communications on behalf of another individual at their email address. 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.

The Alabama Society of Health-System Pharmacists (ALSHP) reserves the right to accept, reject or condition acceptance of any Participant, in ALSHP’s sole discretion, at any time.

Access

Your registration entitles you to ***individual personal use*** access to the specified ALSHP meeting or event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and ALSHP shall have no liability for such costs. All events, meetings or functions planned in connect with ALSHP’s in-person and virtual meetings and events, outside of official programming, are subject to ALSHP approval. These events, meetings or functions must be coordinated through and comply with ALSHP’s Event Code of Conduct and other policies, as applicable.

Limitations on Use

By registering for an ALSHP meeting or event, you agree not to sell, trade, transfer, or share your individual personal use registration access link and/or code unless such transfer is granted by ALSHP. If ALSHP determines that you have violated this provision, ALSHP may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future ALSHP meetings and events, as applicable.

YOU ARE RESPONSIBLE FOR: (1) PROVIDING CORRECT AND COMPLETE REGISTRATION INFORMATION, (2) MAINTAINING THE SECURITY OF YOUR REGISTRATION ACCESS LINK AND/OR CODE, AND (3) PROMPTLY INFORMING ALSHP OF ANY SUSPECTED UNAUTHORIZED SECURITY BREACH OF YOUR REGISTRATION ACCESS LINK AND/OR CODE.

Use of Likeness

By registering and participating in the ALSHP meeting or event, you acknowledge and

agree to grant ALSHP 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, at any time and for any purpose, without any further approval from you or any payment to you. This grant to ALSHP 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. ALSHP assumes no responsibility for individual participant's use of your image or likeness.

ALSHP Meetings and Events Content

You acknowledge and agree that ALSHP, in its sole discretion, reserves the right to change any and all aspects of the ALSHP meeting or event, including but not limited to, the ALSHP meeting or event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

Disruptive Conduct

You acknowledge and agree that ALSHP reserves the right to remove you from the ALSHP meeting or event if ALSHP, in its sole discretion, determines that your participation or behavior creates a disruption or hinders the ALSHP meeting or event or the enjoyment of the ALSHP meeting or event by other Participants.

Recording, Live Streaming, and Videotaping

Participants may not record or broadcast audio or video of sessions at ALSHP meetings and events. Notwithstanding the foregoing, ALSHP in its sole discretion, may record and broadcast all audio and video sessions at ALSHP meetings and events for any purpose.

Unethical/Non-Compliance Business Practices

ALSHP reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

Fees and Registration

The payment of the applicable registration fee for the ALSHP meeting or event is due upon registration. If such payment is insufficient or declined for any reason, ALSHP may refuse to allow you access to the ALSHP meeting or event and shall have no liability in that regard.

Taxes

The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

Cancellation

Cancellations are subject to the entire ALSHP meeting or event registration fee. All sales are final. No payments will be refunded or refundable, unless otherwise expressly stated by ALSHP. Please note that if you do not cancel and do not access or attend the ALSHP meeting or event, you are still responsible for payment. In no event shall ALSHP be obligated to refund all or a portion of the registration fee.

If ALSHP is prevented from carrying out its obligations as it pertains to the ALSHP meeting or event you registered for as a result of any cause beyond its control, or such

ALSHP meeting or event cannot be virtually conducted because of software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions on war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure"), ALSHP shall have the right to immediately terminate the affected ALSHP meeting or event without liability and shall be relieved of its obligations to the registrant. If the affected ALSHP meeting or event is terminated due to a Force Majeure occurrence before the first day of the ALSHP meeting or event, then ALSHP will reschedule the affected ALSHP meeting or event and your registration fee will be applied to the rescheduled meeting or event.

Amendment to Terms and Conditions, Code of Conduct and Guidelines

ALSHP may, in its sole discretion and without notice, make changes, amendments, or additions to this Agreement and to any applicable Code of Code, Guidelines and policies. Any such changes shall be binding on individuals, including but not limited to Participants, sponsors and exhibitors.

ALSHP Meeting or Event Registration Confirmation

Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your ALSHP meeting or event email(s) are caught by spam filters.

You will receive essential information for registered Participants electronically at the email address and mailing address that are provided on your registration form.

In addition, you will also be added to the ALSHP meeting or event participant list to receive regular email communications ahead of and during the ALSHP meeting or event, including communications relating to registration, opportunities to connect, invitations to complete post- meeting or event surveys, as well as notifications of future ALSHP meetings and events, as applicable.

If you would like to opt-out of any of these benefits, information is supplied in each email to provide the ability to opt-out.

Sharing of Information

By registering for the ALSHP meeting or event, you agree to allow ALSHP to share your contact information, including your first name, last name, job title, company affiliation and email address, with sponsors and exhibitors, and your details will be retained in the ALSHP contact database.

By agreeing to this Agreement, you expressly consent and provide your permission to be contacted one-on-one by other Participants, sponsors and exhibitors for purposes of networking or other purposes, as applicable.

You may opt out of information sharing by contacting ALSHP at the time of registration or via the Contact Us link on the ALSHP web site.

Intellectual Property

All intellectual property rights in and to ALSHP meetings and events, the ALSHP

meetings and events content, and all materials distributed at or in connection with ALSHP meetings and events are owned by ALSHP, or the ALSHP meetings and events sponsors or speakers presenting at the meeting or event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the ALSHP meeting or event, in any ALSHP meeting or event content or in any materials distributed at or in connection with the ALSHP meeting or event for any reason without the prior written permission of ALSHP.

For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by ALSHP; nor does this Agreement grant to you any right or license to any other intellectual property rights of ALSHP, all of which shall at all times remain the exclusive property of ALSHP.

Indemnification

Participants, sponsors, and exhibitors agree to release and hold harmless ALSHP, including its officers, directors, agents, employees, designees and affiliates, from any and all claims, demands, and causes of action arising out of or relating to your participation in the ALSHP meeting or event, including any applicable mobile application, on-demand business programming, and live continuing education programs/webinars/broadcasts and the use of the ALSHP meeting or event applications/platforms and any related applications/platforms or facilities.

Disclaimers

ALSHP gives no warranties in respect of any aspect of the ALSHP meeting or event or any materials related thereto at the ALSHP meeting or event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. ALSHP meetings and events are provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, Participants, sponsors or exhibitors at the ALSHP meeting or event are theirs alone and do not necessarily reflect the views, opinions, or positions of ALSHP or any employee thereof. ALSHP makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, Participants, sponsors or exhibitors at an ALSHP meeting or event and will not be liable for any errors, omissions, or delays in this information for any losses, injuries, or damages arising from its display or use. ALSHP does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, Participants, sponsors, or exhibitors.

Except as required by law, ALSHP shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the ALSHP meeting or event or other aspect related thereto or in connection with this Agreement.

The maximum aggregate liability of an ALSHP meeting or event for any claim in any way connected with, or arising from, the ALSHP meeting or event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to ALSHP under this Agreement.

Miscellaneous

ALSHP's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. ALSHP shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond ALSHP's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with ALSHP's prior written consent. This Agreement shall be governed by the laws of the State of Alabama, United States of America and the parties shall submit to the exclusive jurisdiction of the Alabama courts. A party that prevails in an action brought under this Agreement is entitled to recover from the other party, its reasonable attorney's fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind ALSHP in any respect whatsoever.

PARTICIPANT IN-PERSON MEETING OR EVENT LIABILITY WAIVER AND ASSUMPTION OF RISK

Participant assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant may experience or incur in connection with attending the in-person ALSHP meeting or event. Participant hereby releases, covenants not to sue, discharges, and holds harmless ALSHP, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

Specifically relating to the global COVID-19 pandemic, Participant acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the in-person ALSHP meeting or event, and that such exposure or infection may result in personal injury, illness, disability, and/or death to Participant. Participant understands that the risk of becoming exposed to or infected by COVID-19 at the in-person ALSHP meeting or event may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Participant understands and agrees that this release includes any claims based on the actions, omissions, or negligence of ALSHP, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the in-person ALSHP meeting or event.

In addition to all other rules and regulations relating to the Participant's attendance at the in-person ALSHP meeting or event, Participant agrees to comply with all COVID-related procedures that may be implemented by ALSHP and the venue of the in-person ALSHP meeting or event, including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-

related risk, in order to protect as much as possible the health and safety of all in-person ALSHP meeting or event Participants.

Alabama Society of Health-System Pharmacists (ALSHP) Event Code of Conduct

Purpose and Scope

The Alabama Society of Health-System Pharmacists (ALSHP) aims to foster an inclusive community for the largest number of collaborators having the most varied and diverse backgrounds as possible. As such, this Code of Conduct was established by ALSHP to communicate a set of standards and guidelines for acceptable behavior at ALSHP meetings and events to provide a collegial, safe, and welcoming environment regardless of a person's race, color, ethnicity, national origin, citizenship status, age, religion, disability status, gender, gender identity, sexual orientation, genetic information, physical appearance, or other characteristic, in which all Participants are treated with respect and dignity. ALSHP expects all Participants to display the highest level of personal and professional integrity. ALSHP further expects individuals to refrain from harassing speech and other harassing behavior.

This Event Code of Conduct (the "Code of Conduct") outlines the ALSHP's expectations for all who participate in ALSHP in-person and virtual meetings and events (including, sponsored events, initiatives, online webinars and trainings), as well as the potential consequences for behavior that violates this Code of Conduct. This Code of Conduct applies in all cases and covers business and social activities (including, but not limited to, chats, question and answer (Q&A) sessions, email, social media, and text messages) regardless of the venue or platform of the meeting or event. ALSHP expects that all Participants in ALSHP meetings and events act to ensure safe and positive experiences for all event "Participants." This Code of Conduct defines "Participant" as anyone connected in any manner with an ALSHP meeting or event, including, but not limited to, ALSHP staff, ALSHP volunteers, ALSHP members, contractors, faculty, vendors, exhibitors, venue and platform staff, and all attendees.

PLEASE NOTE: THIS EVENT CODE OF CONDUCT IS NOT INTENDED TO, AND SHOULD NOT PREVENT OR SUPERSEDE THE CONTACTING OF, SECURITY OR LAW ENFORCEMENT PERSONNEL IN CIRCUMSTANCES THAT WOULD WARRANT SUCH ACTIONS.

Expected Behavior

ALSHP expects all Participants to adhere to the following rules:

- Exercise consideration and respect in your speech and actions.
- Refrain from demeaning, discriminatory, or harassing behavior and speech.
- Promote open competition and comply with antitrust and related laws by not discussing restraints of trade, prices, pricing policies, terms and conditions of purchase or sale, costs, future company plans, boycotting of customers or products, or any other topics that might be considered anti-competitive in nature.

- Be mindful of your surroundings and of your fellow Participants. Alert the ALSHP staff if you notice a dangerous situation, someone in distress, or violations of this Code of Conduct.

Unacceptable Behavior

Unacceptable behaviors include face-to-face conduct or media/electronic postings that include or are characterized by:

- Intimidating, harassing, abusive, discriminatory, or demeaning actions or speech.
- Derogatory verbal or written comments or images related to gender, sexual orientation, sexual preference, gender identity, gender expression, marital status, race, ancestry, religion, national origin, political orientation, socioeconomic, disability or ability status, age, or other personal characteristics, including those protected by law.
- Inappropriate use of nudity and/or sexual images.
- Deliberate intimidation or stalking.
- Violating the rules and regulations of the respective online provider, as applicable.
- Sustained disruption of discussion or events.
- Unwelcome sexual attention, requests for sexual favors, or other unwelcome physical, verbal, visual or other similar conduct of a sexual nature.
- Harassing photography, recording, or electronic communications, including logging online activity for harassment purposes.
- Photographing or reproducing slides of presentations, sessions and posters without permission.
- Real or implied threat of harm or violence.
- Real or implied threat of professional or financial harm.
- Pattern of inappropriate social contact, such as requesting/assuming inappropriate levels of intimacy with others.
- “Trolling” i.e. posting inflammatory and digressive, extraneous, or off-topic messages in virtual platforms.
- Unauthorized spamming or solicitation, with the exception of personal, one-on-one communications through an ALSHP-approved platform/mobile application, as applicable.
- Failure to cease unacceptable behavior when requested by a Participant or by ALSHP staff.

Consequences of Unacceptable Behavior

Unacceptable behavior by any Participant will not be tolerated by ALSHP. Any Participant who is asked to stop such unacceptable behavior will be expected to comply immediately. If a Participant continues to engage in unacceptable behavior, ALSHP may take any lawful action it deems appropriate, including, but not limited to:

- Immediate removal or termination of access of such Participant from the meeting or event venue (whether in-person or virtual) without warning.
- Restriction from future ALSHP meetings and events, as well as the imposition of a permanent ban on such individual from participation in any future ALSHP events.
- Termination of ALSHP membership.

If You Are the Target of Unacceptable Behavior

If you are the target of unacceptable behavior or have any other concerns related to witnessing unacceptable behavior, please contact a member of the ALSHP staff immediately. In addition, and if possible, ALSHP requests to be provided with the following information in writing:

- Identifying information of the individual engaging in the unacceptable behavior
- A description of the unacceptable behavior
- The approximate time and place/manner of the behavior
- Identification of any other persons involved in or witnessing the behavior

If necessary or if requested, ALSHP staff will contact venue security and local law enforcement, provide escorts, and will otherwise take all steps reasonably necessary to ensure that any affected individual feels safe for the duration of the meeting or event, as applicable. If warranted, ALSHP may communicate about its responses under this Code of Conduct to the employers or sponsors of involved Participants to law enforcement media and the public, as ALSHP deems reasonable and appropriate.

Grievances

Anyone who believes that he or she has been falsely or unfairly accused of violating this Code of Conduct should notify ALSHP and provide a concise statement of grievance. All grievances will be fully investigated.

No Retaliation

Threats or acts of retaliation against Participants who report inappropriate conduct pursuant to this Code of Conduct or provide information in connection with a report by another individual will not be tolerated. In the event you believe that you have been retaliated against for such action, you should use the above procedures to report the pertinent facts promptly. ALSHP will investigate and take appropriate action in the manner described above.

Disclaimer

This Code of Conduct is a voluntary expression of the views and intentions of ALSHP with respect to harassment and other objectionable behavior. ALSHP assumes no liability or responsibility for the actions of any Participant. ALSHP is not responsible for protecting or assuring the well-being of any Participant. This Code of Conduct does not create or acknowledge any legal obligations for ALSHP.

Virtual Meetings and Events Etiquette and Guidelines for Q&A, Chat, and General Discussions

- Do not attack others. The discussions within the Q&A, chat and general discussions within the platforms are meant to stimulate conversation not to create contention.
- Do not post commercial messages. Unless the chat is designated specifically for use by our sponsors, we ask that you contact individuals directly with product and service information if you believe it would help them. The session chat and Q&A should not be used in this manner.
 - Products and services are as follows: promotional materials, special offers, job offers, product announcements, or solicitations for services.
 - ALSHP reserves the right, in its sole discretion, to remove such messages and potentially ban sources of those solicitations.
- Use caution when discussing experiences. Information posted on any platform is available for all to see, and comments are subject to libel, slander, antitrust and other laws.
- Avoid discussions pertaining to politics, religion, and those including sexual content.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited and will be removed.
- Do not discuss ALSHP administrative/moderator actions or personal membership inquiries on online forums.
- Do not post anything that you would not want the world to see or that you would not anyone to know came from you.
- Please note carefully all items listed in the ALSHP disclaimer and legal rules, particularly regarding the copyright ownership of information posted to the platform as well as to the chat and Q&A.
- Do not post any information or other material protected by copyright without the permission of the copyright owner.
- Job postings are prohibited.
- Remember that ALSHP and other Participants have the right to reproduce postings.

Some general tips to help you maintain good etiquette when reproducing content.

- Be courteous. Please ask Participants for permission to republish their words elsewhere (especially if elsewhere would be a publicly viewable setting).
- When citing virtual meeting and event discussions, please include a link back to the original discussion or to the applicable ALSHP meeting or event website.

General Virtual Etiquette

- Transparency is very important in gaining trust in online relationships. Therefore, be clear about who you are and who you work for when posting on any platform. This means including your real name upon entry to the meeting room, disclosing the identity of your employer and using a profile picture of your likeness.

- Think about what you want to post and decide which platform is best for your message. ALSHP is offering the chat and Q&A within the meeting platforms for specific questions about the topic presented. If you are looking to start a conversation around a broader topic area, please consider utilizing the ALSHP Connect community.

ALSHP reserves the right, in its sole discretion, to block any Participants who do not abide by these guidelines.

ALSHP Meeting Photo Waiver and Release

By registering for an ALSHP meeting, I understand and agree that the Alabama Society of Health-System Pharmacists (“ALSHP”) and its employees and agents have the right and permission to copyright and/or use, reuse and/or publish, and republish photographic pictures or portraits of me, recorded images of me, including recordings of my voice, in any medium, including motion picture and video images and reproductions thereof in color or black and white, made through any media by or on behalf of ALSHP, for any purpose whatsoever, including the use of any printed matter in conjunction therewith.

I further waive any right to inspect or approve the finished photograph, motion picture, videotape, advertising copy, or printed matter that may be used in conjunction therewith or to the eventual use that it might be applied.

I further release, discharge, and agree to save harmless ALSHP, its employees and agents, and any firm publishing and/or distributing the finished product, in whole or in part, from and against any liability as a result of any distortion, blurring, or alteration, optical illusion, or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, recording, processing, editing, or reproduction of the finished product, its publication or distribution of the same, even should the same subject me, the designated property, to ridicule, scandal, reproach, scorn, or indignity.

I further warrant that I am at least nineteen years of age, or if I am not, my parent or guardian consents to my execution of this release.