

ISTH 2023 CONGRESS TERMS AND CONDITIONS

AGREEMENT:

By completing and submitting the registration application, each person seeking to attend the ISTH 2023 Congress agrees and affirms:

- **I acknowledge that I have read these Terms and Conditions;**
- **I agree to adhere to these Terms and Conditions, which are legally binding; and**
- **I certify that all information provided by me is accurate and correct.**

If a person is registering on behalf of another individual, it is the registering person's responsibility to ensure that all other persons for whom that person is registering are aware of these Terms and Conditions, and accept them.

ISTH shall have full power to interpret, amend, and enforce these Terms and Conditions. Furthermore, I acknowledge and agree that my participation in the ISTH 2023 Congress is subject to my continued compliance with these Terms and Conditions. ISTH may restrict or terminate an attendee's participation in ISTH 2023 at any time, immediately without notice and without liability to the ISTH, as determined in the ISTH's sole discretion.

These Terms and Conditions are valid for each attendee registered for the ISTH 2023 Congress, taking place from June 24-28 2023, including the ISTH 2023 Congress in Montréal, Canada and the ISTH 2023 Virtual Congress (each individually and collectively hereafter referred to as "ISTH 2023"). Any delegate, student, media representative, member, speaker, exhibitor, or other person participating in the Congress is considered an attendee and is subject to these Terms and Conditions, including persons who participate in one or more of the following ways:

- In-person attendance at the ISTH 2023 Congress in Montréal.
- By computer or video as an ISTH Virtual Congress attendee.
- "Hybrid" Congress attendees, who participate both in-person and virtually.

In addition to these Terms and Conditions, the ISTH Code of Conduct is binding on all attendees.

TERMS APPLICABLE TO ALL REGISTRANTS & ATTENDEES:

Registration

Each registrant will receive essential information for registered attendees electronically at the email address that is provided on the registration form. Registrants are responsible for making certain that they can receive this information in their inbox. If you do not receive registration emails, please check your Spam folder before contacting ISTH.

Data Protection and Sharing of Contact Details

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all registrant personal information (“Personal Data”) is executed within the guidelines of the ISTH Privacy Policy and applicable laws. Please see the ISTH Privacy Policy for additional information: <https://www.isth.org/page/UsagePrivacy?#privacy>.

The ISTH Privacy Policy is subject to change without notice. Each registrant will be bound by the latest version of the Privacy Policy issued by ISTH, including any changes, additions, or deletions from the prior version of the Policy.

These Terms and Conditions may include additional guidelines with respect to Personal Data not contained in the ISTH Privacy Policy, in which case such guidelines shall apply to ISTH 2023 only.

When an attendee registers for ISTH 2023, the registrant will be asked to complete an online form providing for the attendee’s name, physical address, title, organization, position, email address, and telephone number. This information is required to process, book and complete the attendee’s registration.

Payments

Should you choose to make the payment for your bookings by credit card, you will be redirected to a third party processor: Authorize.net. Your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected to process your payment by Authorize.net. ISTH does not collect or store your credit card information on its own servers.

Attendee Badges

When ISTH scans an attendee's badge at the in-person Congress, or when an attendee logs into the Virtual Congress, the Personal Data is processed pursuant to ISTH's legitimate interest in tracking attendance, traffic flow, and providing a better Congress for attendees, in accordance with ISTH's Privacy Policy. That Privacy Policy can be found here:

<https://www.isth.org/page/UsagePrivacy?#privacy>.

By allowing Exhibitors or Supporters to scan an attendee's badge, basic registration information the attendee provided to ISTH during the registration process is shared with them, including name, city and state of residence, and email address. Exhibitors/Supporters may then contact that attendee regarding their goods or services. By agreement with ISTH, unless an Exhibitor/Supporter receives a response from an attendee, that Exhibitor/Supporter is limited in the number of times they may contact each attendee, and each contact must be related to the Congress. If you do not want to receive communications from an Exhibitor/Supporter than has scanned your badge, you must contact that Exhibitor/Supporter directly.

Please review the privacy policies of each Exhibitor and Supporter for additional information about their own practices. If you do not want to share your information, do not permit the Exhibitor/Supporter to scan your badge

Exhibitors and Supporters would like to provide information about their products and services to Congress registrants before the Congress, if you do not want to share your information with Exhibitors and Supporters, please don't opt-in to sharing your details during the Registration Process.

Liability

The liability of ISTH for any claim, injury, damage or other reason shall be limited to its intentional misconduct and gross negligence. Each attendee takes part in ISTH 2023 at ~~their own~~their own risk. In a situation where ISTH may be liable, this liability shall be limited to a return of the attendee's registration fees. No oral statements or agreements modifying this limited liability shall be effective unless confirmed in writing by an authorized officer of ISTH.

As a condition of your participation in this Congress, you (and all attendees and registrants) release and waive any claim you may have against ISTH and its officers, directors, employees, members, or agents (collectively, the “ISTH Indemnitees”), or against the presenters or speakers, for reliance on any information presented at the Congress. You (and all attendees and registrants) further release the ISTH Indemnitees from and against any and all liability for damage or injury that may arise from your participation or attendance at the Congress. This release and waiver shall include participation in an in-person, virtual, or hybrid Congress.

ISTH assumes no responsibility for any arrangements, contracts, purchases, or disputes between conference attendees. ISTH does not endorse, affirm, or make any representations about the quality of products or services provided by any Exhibitor, Supporter, or attendee.

You understand and agree that all property rights in materials presented in connection with the Congress are expressly reserved to the presenter or speaker presenting such materials, and/or to ISTH. All presentations and materials are copyrighted by their owners and/or ISTH. No attendee may copy, photograph, capture, or otherwise reproduce any materials except with the prior written permission of ISTH or their owner.

Recording

The Congress and its sessions may be recorded, transmitted to participants over the Internet, and viewed after the end of the event. Whether you participate in person or virtually, other participants and other persons may be able to see your image and photograph, and to hear your voice. They may also be able to see the image and photograph, or hear the voice, of any person that may be captured by the camera you use, and the means by which your voice is captured and transmitted. You acknowledge that photographs and/or videos may be taken of you and other attendees at any time during ISTH 2023.

Media License

By participating in ISTH 2023 you acknowledge and agree to grant ISTH a perpetual and royalty-free license at the Congress to record, film, live stream, photograph, and capture your image, photograph, likeness, silhouette, and voice in any media now available or hereafter developed (individually and collectively, the "Media"), 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 license granted to ISTH 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. If the Media includes any photograph, painting, artwork, or other visual work that can be seen adjacent to my own image, the rights granted by this provision include such photograph, painting, artwork, or other visual work.
NO AUDIO OR VIDEO TAPING OR RECORDING OF ISTH 2023 OR ANY PROGRAM BY ANY PARTY OTHER THAN ISTH IS PERMITTED.

Ownership of Materials

The materials and resources used in the Congress are the confidential and exclusive copyrighted and proprietary intellectual property of ISTH, except as may be otherwise noted. These materials are provided by ISTH and solely intended for your personal use as a participant in the Congress. No part of these documents and/or resources may be stored, reproduced or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium), recorded, translated, or used to produce any derivative works without the explicit written permission of ISTH. Any violation, or the likelihood of violating, any of the property rights and restrictions contained in this paragraph, would entitle ISTH to injunctive relief to prohibit any such violations. Should ISTH commence any legal action in response to your act or omission in violation of this provision, you shall pay all of ISTH's legal fees and court costs, in addition to all damages requested by ISTH.

Program Content; Modification of the Conference Program

ISTH may modify, add to, modify, withdraw, or suspend ISTH 2023 programs at any time, without prior notice and without liability to registrants, due to changes in presenter availability, changes in presentation times, or as may otherwise be

determined in ISTH's sole discretion. The published ISTH 2023 agenda is subject to change. No refunds will be issued due to a change in any program.

Cancellation of the Congress

In the event that the Congress is cancelled, modified in duration, or is postponed due to events beyond the reasonable control of ISTH, ISTH may, in its sole discretion, either: (i) retain the entire registration fee and to apply it to registration for a future conference, or (ii) reimburse the registrant after deducting costs already incurred for the organization of the conference and which could not be recovered from third parties.

In the event of cancellation or postponement, ISTH cannot be held liable by registrants or prospective attendees for any damages, costs, expenses or losses incurred, including but not limited to transportation costs, accommodation costs, financial losses, etc. ISTH recommends that registrants consider purchasing insurance to cover potential losses arising from cancellation.

Registration Cancellation Policy

A registered attendee seeking to cancel for ISTH 2023 must send a request for cancellation to the ISTH Registration Department by emailing Registration@isth.org. The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.

For attendees who have registered for the In-Person Meeting cancellations received before Tuesday, May 23, 2023 the registration fee will be refunded less \$50 USD for administrative costs.

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For attendees who have registered for the Virtual Meeting cancellations received before Tuesday, May 23, 2023 the registration fee will be refunded less \$20 USD for administrative costs. On or after this date, no refunds will be possible for any reason. The same applies for cancellation of additional reservations and charges (e.g. CME Certificate, Trainee Session, ISTH 2023 Networking Evening etc.). Credit will not be given for unattended events or programs, or if an attendee departs early from the Congress. An In-Person registration can be exchanged for Virtual Registration up until June 22.

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Substitutions

Substitution of registrants will be permitted in ISTH’s discretion, upon written request on or before June 18, 2023. Only substitutions with business colleagues or coworkers will be considered. The new registrant must be named in the request for substitution, and complete the registration process before a refund will be issued to the original registrant. If the original registrant was an ISTH member, the new registrant must also be a member, or become a member as part of the registration process.

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A \$50 USD processing fee will apply to all permitted substitutions, to be deducted from the original registrant’s registration fee. In addition, the new (substitute) registrant must pay the full registration fee in effect at the time of substitution.

After June 19, 2023 no substitutions will be allowed, and any substitution requests received after that date will be treated as full cancellations of the original registration, with no refund issued.

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Group Registration Purchase Policy

Multiple ISTH 2023 registrations may be purchased by a group or organization leader and then allocated to individual registrants on or before May 8, 2023. ISTH must receive payment in full before the early rate deadline of April 20, 2023 for all early rate registrations. After April 20, 2023, after this date, the size of the group cannot be reduced and there will be no refunds. No registrations purchased as part of a larger group may be resold, and any attendees purchasing a group registration will have their registration cancelled without refund.

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A unique e-mail must be provided by the group leader for each individual registration, to allow access to the ISTH Virtual Congress Site.

ISTH must receive all names for Group Registrations on or before May 23, 2023.

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Visa Requirements

It is the sole responsibility of each attendee to take care of their visa requirements. Attendees may not rely upon any information from ISTH or any person affiliated with ISTH concerning visa requirements or procedures. ISTH will not be responsible for the failure of a registrant to secure an appropriate visa in

order to attend ISTH 2023.

Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should consult with the Immigration, Refugees and Citizenship Canada to determine the appropriate timing of their visa applications. ISTH cannot directly contact embassies and consulates on behalf of visa applicants.

If a registrant applied for a visa within the anticipated processing time frame, but Canada consular officials did not issue a visa, ISTH may, in its discretion, refund the registration fee minus a handling fee of \$50 USD after the Congress upon presentation of official proof of denial from the Canadian government.

Certificate of Attendance

A Certificate of Attendance for ISTH 2023 will be e-mailed to all attendees following the end of the ISTH 2023 Congress.

Lost Name Badges (In-Person Attendees)

Each in-person attendee must wear the name badge issued to the registrant at all times during the Congress. Access to the Congress facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a non-refundable handling fee of \$20 USD will be charged for a new name badge. Upon handing out a new name badge, the badge replaced will become invalid.

Under no circumstances may an attendee wear or show the name badge of another attendee. Violation of this direction may result in cancellation of registration and removal of the violator from the Congress, without warning or refund.

Jurisdiction & Venue

These Terms and Conditions are construed according to the laws of the State of North Carolina, United States of America. In the event of any disputes or legal claims arising from these Terms and Conditions or ISTH 2023, the federal or state courts located in Carrboro or Raleigh, North Carolina, United States of America, shall be the sole courts of jurisdiction.

Severability

If any provision in these Terms and Conditions is determined to be illegal or of no effect, then such provision shall be removed, and the validity of the remaining Terms and Conditions shall not be impaired, and shall be interpreted as if the removed provision had no effect.

ADDITIONAL TERMS APPLICABLE TO IN-PERSON REGISTRANTS AND ATTENDEES FOR THE ISTH 2023 CONGRESS IN MONTRÉAL

In-person and virtual attendees are expected to read and abide by not only these Terms and Conditions, but all rules and regulations of the event venues, and the laws governing the Congress location, Canada. This includes, but is not limited to, laws and regulations related to COVID-19 prevention, and laws regarding recreational Cannabis.

ADDITIONAL TERMS APPLICABLE TO VIRTUAL CONGRESS AND “HYBRID” ATTENDEES

The Terms and Conditions in this section apply to registrants and attendees that participate in the Congress over the Internet or by broadcast. All other provisions of these ISTH 2023 Terms and Conditions also remain in effect, unless inapplicable to virtual meeting components by their terms.

A Virtual Congress registration entitles the person registered to access to the Virtual Congress. Any and all other costs associated with a registrant’s attendance shall be borne solely by the registrant.

Access Link Limitations on Use

Registrants for the virtual ISTH 2023 Congress will be provided with an access link and/or Code for the program. By registering for the Virtual Congress, each registrant agrees not to sell, trade, transfer, or share their access link and/or code, unless such transfer is granted by ISTH. Each registrant also agrees not to share, sell or trade your access. Viewing of the Virtual Congress program is limited to registrants only; other (non-registered) persons may not view or otherwise take part in the Virtual Congress.

If ISTH determines that you have violated this policy, ISTH may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future ISTH events.

Disruptive Conduct

Each registrant acknowledges and agrees that ISTH reserves the right to remove the registrant from the Virtual Congress if ISTH, in its sole discretion, determines that such registrant’s participation or behavior creates a disruption or hinders the Virtual Congress or the enjoyment of the program by other attendees. This may include, but is not limited to, violations of ISTH’s Code of Conduct.

No Recording, Live Streaming, and Videotaping

Registrants and other attendees may not record or broadcast audio or video of sessions at the Virtual Congress.

Limitation of Liability

The Virtual Congress is conducted in the English language. ISTH assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, unauthorized access to, or alteration of, the Virtual Congress program. ISTH is also not responsible for any problems or technical malfunction of any computer on-line systems, Internet servers or providers, computer equipment, or software, technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a registrant’s, attendee’s, or any other person's computer relating to or resulting from participation in the Virtual Congress or downloading or uploading any materials in connection with the Virtual Congress.

Right to Terminate or Modify Program

ISTH reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Virtual Congress should a virus, bug, non-authorized human intervention, fraud, technical failure, or other cause beyond ISTH’s control, corrupt or affect the administration, security, or proper conduct of the Virtual Congress.