

Terms of Service & Code of Conduct



Terms of Service

When registering for yourself or registering on someone's behalf, you are agreeing to the following Terms of Service and Code of Conduct for the registered attendee and all references to "You" shall apply to the registered attendee. It is your responsibility to ensure the registrant is aware of this agreement.

These terms and conditions ("Terms") govern your registration for and participation in the 2022 International Summit & Exhibition on Health Facility Planning, Design & Construction ("Event") and constitute an agreement between the American Society for Health Care Engineering (ASHE) of the American Hospital Association (AHA) ("ASHE") and you ("You" or "Your"). You, the registrant, represent to us that you are authorized to enter into these Terms.

Event Registration

You may only register for and attend the Event in accordance with these Terms. To register for the Event, you must complete the Event registration process. Sharing your registration with another person(s) is a violation of the Code of Conduct (as outlined below) and may result in termination of your access to the Event.

Registration Cancellation, Substitution, and No Show Policy

- Registrants unable to attend the in-person conference may submit a written cancellation request to ASHEeducation@aha.org on or before February 1, 2022, at 11:59 p.m. CT for a Full Refund.
- Payment to join or renew ASHE membership and donations to The Ilse B. Almanza Scholarship Fund* are not refundable.
- Any cancellations received between February 2, 2022 - February 15, 2022 will receive a 50% refund and a cancellation fee of \$100 will be applied.
- **Any cancellation request starting February 16, 2022 will not be refunded.** Absolutely, no exceptions, no substitutions and no extensions. This policy stands for all circumstances, including and not limited to personal or company *comfort level*. This policy remains in place and applies to your company's regulations including any reassignments given by your company and/or any foreseeable additional conditions/policies implemented by your company.
- Attendee substitutions will be granted until February 16, 2022.
- No refunds will be granted for no-shows.

All refunds will be made using the same method of payment (credit card or check) as the original transaction. Please allow 6-8 weeks for all refunds to be completed.

**Donations to The Ilse B. Almanza Scholarship Fund support education and training to develop future leaders committed to optimizing the health care physical environment. These donations are non-tax deductible.*

COVID-19 Safety Protocols

Health care leaders work every day to ensure the safety of their patients and teams, and AHA prioritizes the same goal—your health and safety. AHA therefore plans to require proof of COVID-19 vaccination from participants attending in-person meetings hosted by AHA or AHA affiliates, including the 2022 International Summit & Exhibition on Health Facility Planning, Design & Construction, subject to

applicable CDC and local guidance. For each event, AHA will be continuously monitoring the guidance and will provide additional details on safety protocols closer to the event start date.

By registering, You acknowledge that you will be required to provide proof of COVID-19 vaccination and also abide by the applicable CDC and local guidelines in order to participate in person at the 2022 PDC Summit. Should You fail to observe any of our protocols, ASHE may remove You from the Event without refund.

Please find the [latest updates and resources on COVID-19](#) from the AHA.

Photography, Audio and Video Recording

By attending this Event, you acknowledge and agree that ASHE has the right to use, reproduce, broadcast, rebroadcast or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you or your participation in the Event for use in marketing materials and/or training materials and for internal use ("Materials"). You irrevocably, grant, transfer and assign a nonexclusive, perpetual, worldwide, royalty free right and license to ASHE, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. You understand that the Materials may be substantially edited, altered, rearranged or modified. To the maximum extent permitted by law, you hereby waive any moral rights you may have in the Materials.

No individual or entity other than ASHE may electronically record, copy (including live-streaming or recording from smartphones, iPads or other handheld devices) any portion of this program for any use without prior written consent from ASHE.

ASHE may hire professional service providers (photo/video/streaming/audio) to document and display the event experience. ASHE 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 ASHE. 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.

By attending the Event, you acknowledge and agree as follows: ASHE may edit and use footage it captures at the event for limited purposes of supporting this and future conferences; and due to the prevalence of mobile recording devices in today's world, ASHE disclaims all liability for the capture of your image in any multimedia format by other attendees at the event.

Contact Information

ASHE will not sell your registration contact information to any third-party solicitors.

Registrant name, title and organization may be visible as default profile fields in the Event platform &/or mobile app with options to share fewer or more fields at the registrant's discretion. Individuals who do not want their information included in the registrant mailing list must check the "Opt Out" box on the Event registration form.

ASHE is a nonprofit organization. As such, we rely on our sponsors and exhibitors to make this event possible and affordable for our attendees. Please consider sharing your contact information with our sponsors and exhibitors so we can continue to keep prices affordable. Event registrants have the opportunity to opt-out of or opt into communications from the vendor community when registering.

Solution Providers/Exhibitors receive a full list of all participants that visit their space, download assets, and a record of all booth chats. The list includes name, title, company, mailing address and email address for those attendees that opt in to receive email communication from Solution Providers/Exhibitors. By registering for or transferring to the virtual conference, attending the Solution Center/Exhibit Hall and visiting a Solution Providers/Exhibitors, you are consenting to share this information with the Solution Provider/Exhibitor Company.

Scheduling Changes

ASHE reserves the right to reschedule or cancel a program because of an insufficient number of registrations, speaker availability as well as the right to close registration when programs are full. ASHE may cancel a program when circumstances beyond ASHE's control — including, but not limited to, acts of nature, governmental authority or war in the United States — make it impractical or impossible to host the program or may put participants in harm's way.

Visit the [ASHE Annual Conference website](#) to view additional conference information, including the conference schedule, travel details, exhibitor information and more. Thanks again for registering! If you have any questions or need assistance in any way, please do not hesitate to contact us. General questions regarding registration should be directed to 312-422-3800 or email at ASHEeducation@aha.org.

Code of Conduct

To ensure the best possible experience for all registrants, we, the American Society for Health Care Engineering (ASHE) of the American Hospital Association (AHA) have established some basic guidelines for participation.

We are committed to creating a safe environment that is inclusive and free from discrimination, regardless of race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, physical or cognitive ability, veteran or marital status or any other protected categories under applicable law.

By registering for the Event, you agree that you have read and will follow these rules and guidelines.

Expected Behavior

- Be considerate of those around you.
- Be respectful of others and viewpoints that may be different from your own.
- Be mindful of your words and actions.
- As an attendee at the Event you will be required to follow all COVID guidelines and restrictions that have been put in place by the CDC and the local jurisdiction. Some restrictions could include but are not limited to: wearing a face mask, social distancing, etc.

Unacceptable Behavior

Unacceptable behaviors may include, but are not limited to:

- Offensive or unwanted behavior or language related to race, religion, color, national origin, sexual orientation, gender expression or identity, transgender status, age, physical or cognitive ability, veteran or marital status or any other protected categories under applicable law.
- Visual harassment, such as sexual images or sexual language at the Event, including presentations and slide decks.
- Intimidation or bullying, both online and/or in-person.
- Sharing your event registration or making event content available to an ASHE competitor.
- Sharing your event registration with another person(s).
- Failure to follow any of the rules or regulations of the Event or instructions of the Event staff.
- Posting commercial or self-promotional messages of any kind except as approved through exhibit rules or with written permission.
- Engaging in sales or lead-generation of any kind except as approved through exhibit rules or with written permission.
- Fielding or promoting surveys of any kind without written permission.
- Promoting job openings for their employer without written permission.
- Discussing a topic or topics involving any possible anticompetitive practice, including but not limited to:
 - Prices, rates, discounts, or other price-related information;
 - Salaries or other compensation information;
 - Nonpublic plans for expansion (new facilities, new services);

- Specific customers or classes of customers, or whether you will or will not do business with them;
- Allocation of geographic or service markets;
- Any refusal to deal with a health plan, self-funded employer, or supplier;
- How to deal with the market behavior of a competitor.
- Any other improper or illegal activity not already covered above.

Reporting Unacceptable Behavior

If you are the subject of, or witness any violations of these Terms, email ASHEeducation@aha.org.

Consequences of Unacceptable Behavior

Unacceptable behavior will not be tolerated and could result in debarment from current, and/or any future ASHE event. If a participant is seen engaging in unacceptable behavior, ASHE may take any action they deem appropriate, up to and including expulsion from the Event without warning or refund, and/or involving venue security or local law enforcement.

Statement of Diversity

One goal of the American Hospital Association is to provide the highest level of relevant and rewarding continuing education in health care. Because of the cultural diversity and changing demographics of AHA members and event attendees, speakers must be sensitive to everyone in the audience.

- Sexist, discriminatory, or other similarly insensitive language and practices are totally unacceptable.
- Any harm claimed by any member of the audience shall be the sole responsibility of the speaker. Speakers are urged to avoid all potentially offensive language.
- The presentation should focus on the professional content and not a speaker's personal beliefs or philosophy.
- Speakers should embrace a cosmopolitan communication style that is sensitive to differences in gender, race, age, religion, politics, and disabilities.
- Speakers are encouraged to make no assumptions about those in the group other than a common interest in the content area delineated in the printed meeting materials.

Communications

By registering, program participants agree to refrain from marketing products or services during the course of the event. This may include, but is not limited to:

- **Digital** – Participants will not post solicitous messaging, sales promotions, or unprofessional notations utilizing the virtual conference platform features. It is the sole discretion of ASHE to remove messages that do not comply with our guidelines and/or remove participant access entirely.
- **Email** – Participants will not send solicitous messages to other conference registrants. ASHE and AHA prohibits companies from sending any solicitous advertising (emails, mail, other) falsely conveying that they are representing the PDC Summit, ASHE, and/or AHA or are endorsed by the PDC Summit, ASHE, and/or AHA. ASHE reserves the right to exclude that company from participation in the event.
- **Logo** – ASHE logo and PDC Summit logo may not be used without the express written permission of ASHE.

Disclaimer

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of ASHE. 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.

ASHE is not responsible for the opinions and information posted on this site by others. We disclaim all warranties with regard to information posted on this site, whether posted by The American Hospital Association or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall ASHE or the American Hospital Association be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with the use or performance of any information posted on this site.

Statement of Liability

Except where prohibited by applicable law, ASHE does not bear any legal liability or responsibility for

the safety of any attendee participating in this event. ASHE disclaims any liability for the acts of any outside entities related to this event and reserves the right to cancel or to modify the format of the Event without liability. Each attendee shall be personally responsible for his/her behavior. ASHE does not accept responsibility for the behavior of any attendee or outside entity during the Event.

ASHE shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of ASHE including but not limited to, acts of God, war, terrorism, failure of transportation, weather, accidents, fires, electrical failures, strikes, labor disputes, postal delays, explosions, and government orders or regulations.

ASHE reserves the right to substitute an equally qualified speaker in case of an emergency or cancellation. ASHE has no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

The Terms may be revised at any time by ASHE and the terms are non-negotiable. Registering to attend this event acknowledges acceptance of these terms and provisions of registration.

Except where prohibited by applicable law, ASHE disclaims any and all direct, special, consequential, incidental, punitive or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

The laws of the State of Illinois without giving effect to its conflict of law provisions, govern these Terms and any dispute of any sort that might arise between the parties. Any dispute must be litigated in the state or federal courts located in Illinois to whose exclusive jurisdiction the Parties hereby consent.

Privacy Policy

By visiting AHA websites, including but not limited to www.ashe.org, www.aha.org as well as the eventPower platform hosting the conference event you are accepting the practices described in the [AHA Privacy Policy](#), [Terms of Use](#) and [Antitrust Policy](#). These guidelines may change at any time. Be sure to review these guidelines periodically to ensure familiarity with the most current version.

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