

APA Annual Meeting Terms and Conditions

1. INTRODUCTION

1.1 APA manages and organizes the Annual Meeting. “We,” “us”, and “our” refer to the APA.

1.2 Upon registration, applicants agree to all of the following Annual Meeting terms and conditions. “You” and “your” refer to the applicant.

2. REGISTRATION

2.1 Acceptance of your application and subsequent registration depend upon space availability and your full payment of required fees.

2.2 We will confirm or reject your registration by email to the email address that you provide in your application within 24 – 48 hours of our receipt of your registration request.

2.3 Attendee badges issued for use at the Annual Meeting are valid for named attendee only and cannot be transferred except for delegate substitutions approved by Us. You may be asked for photographic ID during the Annual Meeting. If you are unable to provide identification which matches your delegate pass you may be asked to leave the Annual Meeting.

3. PRICES AND PAYMENT

3.1 Our prices for attending the Annual Meeting, are set out on the registration form or can otherwise be obtained from us upon request. Prices may be subject to change.

3.2 Registrations may be paid by credit card at the time of registering online or paid by check or credit card if registering offline and mailing the registration and payment to us, otherwise we will invoice you. Invoice payments must be received by APA no later than the start of the event. **There will be no post-meeting invoicing.**

For registrations made onsite at the event, a credit card payment will be required.

3.3 If you apply to register for the Annual Meeting less than 30 days before the date of the Annual Meeting, we will only accept payment by a credit card, unless we expressly agree otherwise in writing. If we have not received payment in full by the date of the Annual Meeting you (or the attending delegate) must provide payment by credit card on the day of the Annual Meeting to attend. We reserve the right to cancel your booking at any time if payment is not made.

3.4 If you do not pay registration fees in the time and manner we require, we will charge you interest and late fees on the unpaid balance as permitted by Washington State law.

4. CHANGES TO THE ANNUAL MEETING AND CANCELLATIONS

4.1 We may need to alter the advertised content, timing and/or location of the Annual Meeting or the advertised speakers. We reserve the right to do this at any time. If we alter the time and/or location of the Annual Meeting, we will provide you with notice and will offer you the choice of either a credit in the amount you paid for a future event of your choice or the opportunity to attend the Annual Meeting as changed.

4.2 If you are unable to attend the Annual Meeting we welcome substitute delegates attending in your place at no extra cost if we have received payment in full. Please notify us of any substitutions by email at: kim.sivertsen@apawood.org.

4.3 If you need to cancel your attendance at the Annual Meeting please refer to the [APA Annual Meeting Refund Policy](#). Please notify us of cancellation by email at: kim.sivertsen@apawood.org.

4.4 We do not provide refunds for non-attendance.

4.5 We shall not be liable to you for travel, accommodation or other costs and expenses incurred (included wasted costs and expenses) if we are required to cancel or relocate the Annual Meeting as a result of an event beyond our control (including, without limitation, storm, natural catastrophe, fire, military operation, terrorism or threat of terrorism, any labor strike or action, epidemic or government action due to a declared emergency).

5. CONTENT

5.1 We own all copyrights in presentations, documentation and materials published or otherwise made available as part of the Annual Meeting, including but not limited to any documentation packs or audio or audio-visual recording of the Annual Meeting (“Content”), or are provided with the permission of the copyright holder. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use Content except for your internal business purposes and in particular (but without limitation) you shall not:

- 5.1.1 upload any Content into any shared system;
- 5.1.2 include any Content in a database;
- 5.1.3 include any Content in a website or on any intranet;
- 5.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;
- 5.1.5 make any commercial use of Content; or
- 5.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 Content does not necessarily reflect our views or opinions.

5.3 Suggestions or advice contained in Content should not be relied upon in place of professional advice. We take reasonable care to ensure that Content created by us is accurate and complete, but some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any Content before relying on it. Content is provided on an “AS IS” basis without any warranties of any kind (express or implied). We disclaim to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in Content or arising from any infringing, defamatory or otherwise unlawful material in Content.

5.4 We reserve the right to remove or suspend access to Content we made available on the internet, at any time without notice.

6. PHOTO AND RECORDING PERMISSION AND RELEASE

6.1 Photography, video, and audio recordings by APA will take place throughout the event. By registering and attending, you are consenting to having your picture taken and being video and audio recorded. You agree that APA will own all such materials. You consent to the publication, display, and any other use by APA or its licensees of such photographs and recordings, on APA websites, social media, and any other medium now known or developed in the future, including for promotional and marketing purposes. Your name and company affiliation may be included as well. You also release APA, its employees, agents, representatives, licensees, and assigns from any liability as a result of their use of the photographs and recordings.

7. CODE OF CONDUCT POLICY

7.1 APA – The Engineered Wood Association (Association) is committed to a safe, productive, and welcoming environment that is inclusive and free from discrimination and harassment. That environment includes interactions by Association staff with members' staff at a variety of forums and locations and extends to all participants in Association events, including, but not limited to, attendees, speakers, volunteers, exhibitors, service providers, and all others. All must abide by the following policy.

7.2 Expected behavior everyone should aspire to:

- 7.2.1 Be considerate of those around you.
- 7.2.2 Be respectful of others and their viewpoints that may be different from your own.
- 7.2.3 Be collaborative with others.
- 7.2.4 Be mindful of your words and actions.

7.3 Unacceptable behaviors may include, but are not limited to:

- 7.3.1 Sexual harassment, including sexual advances, comments of a sexual nature, degrading or humiliating comments about an individual's appearance, and unwanted physical contact;
- 7.3.2 Unwelcome and excessive attention or displays of affection;
- 7.3.3 Displays of sexual images or sexual language in presentations, slides, etc.;
- 7.3.4 Insults or slurs based on race, sex, religion, color, national origin, sexual orientation, age, disability, or other similar categories;
- 7.3.5 Abusive conduct directed at an individual, such as threats or bullying; and
- 7.3.6 Intimidation, including stalking.

7.4 Reporting:

Any person who is the subject of, or a witness to, unacceptable behavior by a member's staff towards Association staff should contact the Association's human resources (hr@apawood.org). At an Association event, they should contact an Association staff person onsite at the event, or, if the report is made after the event has concluded, then it should be directed to the Association's President or Vice President of Finance and Operations.

7.5 Consequences of Unacceptable Behavior:

If a person is found by the Association to have engaged in unacceptable behavior, the Association may take whatever action it deems appropriate, which may include, but is not limited to, suspension of Association services to the member at the location where the behavior occurred. At an Association event, actions may include expulsion from the event and/or restriction from attendance at future Association events.

8. LIABILITY

8.1 Except as otherwise provided below, our aggregate liability to you, whether such liability arises in contract, tort or otherwise, for any damages, loss, costs, claims or expenses of any kind relating to an application, registration, attendance or non-attendance at an Annual Meeting, shall be limited to the price paid by you for registration.

8.2 You agree to indemnify us, our employees and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you or your delegate(s) relating to an Annual Meeting.

8.3 Notwithstanding the above, nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- 8.3.1 death or personal injury caused by that party's negligence, or the negligence of that party's employees, agents or subcontractors;
- 8.3.2 fraud or fraudulent misrepresentation; or
- 8.3.3 any other liability which cannot be limited or excluded by applicable law.

9. GENERAL

9.1 These Terms and Conditions together with documents referenced in these Terms and Conditions contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements relating to the subject matter of these Terms and Conditions and referenced documents.

9.2 You acknowledge that in registering you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.

9.3 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically satisfies any requirement that such communication be in writing.

10. PRIVACY POLICY

10.1 We do not sell or share e-mail addresses with any third party. Information that APA website users voluntarily enter during registration is used strictly for internal reporting on APA website usage and communication with users who request such communication.

APA takes reasonable measures to secure this information. Users may access their information and may ask that their user account be deleted at any time.