

Terms and Conditions of Attendance and Participation

These are the terms (the “Agreement”) governing your attendance at and participation in any Townie Meeting event (the “Event” or the “Townie Meeting”).

By registering for the Event you agree to these terms, which form a binding legal contract between Townie Meeting, LLC. (“TMLLC”) and the registered attendee or participant (“you”). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and that they have accepted these terms.

1 Attendee Requirements

1.1 Admittance. Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and TMLLC shall have no liability for such costs.

1.2 Use of Likeness. By attending the Event you acknowledge and agree to grant TMLLC the right at the Event to record, film, 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 without any further approval from you or any payment to you. This grant to TMLLC 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.

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

1.4 Identification. All attendees must provide two forms of identification: one photo ID and one document proving their affiliation with the company name appearing on their registration (pay stub, business card, etc.).

1.5 Attendee Badge Usage. Attendee badges must be worn at all times in Event areas.

1.6 Visa Requirements. It is the sole responsibility of the attendee to take care of any government visa requirements. Attendees who require an entry visa should allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. TMLLC will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa in advance of an Event does not constitute a valid basis for obtaining a refund.

2 Prohibited Conduct

2.1 Disruptive Conduct. You acknowledge and agree that TMLLC reserves the right to remove you from the Event if TMLLC, in its sole discretion, determines that your presence or behavior create a disruption or hinder the Event or the enjoyment of the Event by other attendees. All TMLLC badges are the property of TMLLC and must be returned to TMLLC upon request.

2.2 Badge Misuse. Attendees wearing badges from previous TMLLC Events or falsified badges and/or sharing or swapping badges will be immediately ejected from the Event and banned from future Events. TMLLC considers such conduct theft of service, trespassing, and fraud and will report violators to law enforcement authorities. If such conduct is discovered after an Event, violators will be invoiced according to onsite registration pricing and will be required to pay their invoice in full in order to avoid being reported to law enforcement authorities.

2.3 Suitcasing. “Suitcasing” refers to the practice of attending a trade show but “working the aisles” from a suitcase or briefcase, soliciting business from other attendees and exhibitors. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Exhibiting companies are encouraged to protect their investment and report any violations to TMLLC management. Attendees observed soliciting business in the aisles or other public spaces, or in another company’s booth, will be ejected from the Event and may be banned from future events in TMLLC’s sole discretion.

2.4 Photography, Recording, and Videotaping. Attendees may not record audio or video of educational sessions at TMLLC Events. TMLLC allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.

2.5 Unethical/Non-Compliant Marketing. TMLLC reserves the right to deny admission to anyone who engages in or is reputed to engage in unethical or non-compliant marketing practices.

3 Fees

3.1 Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason TMLLC may refuse to admit you to the Event and shall have no liability in that regard.

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

4 Cancellation, Substitution, and Lost Badge Policy

4.1 Refund requests postmarked prior to February 28, 2018 will receive a full refund, less a \$50.00 administrative Refund requests postmarked after February 28, 2018, but prior to the start of the conference on April 10, 2018 will receive a 50% refund, less a \$50.00 administrative fee or amount paid can be applied towards the 2019 Townie Meeting tuition. All cancellations and requests for refunds MUST be submitted in writing by the deadlines listed within this policy.

4.2 Once you have received your badge on site, it cannot be changed, substituted, or reissued to a different person.

4.3 If your badge is lost, a replacement will only be issued with a valid picture identification and subject to a \$10 reprint fee.

5 Registration Confirmation

5.1 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 to in case any of your TMLLC email(s) are caught by spam filters.

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

6 Privacy Policy

TMLLC owns and operates Townie Meeting and Dentaltown Learning Live events and is committed to protecting the privacy of its attendees. TMLLC may at times rent or share your mailing information with exhibitors or sponsors on a single time use basis.

7 Intellectual Property

7.1 All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by Townie Meeting, LLC, its parent company Farran Media, LLC. or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation “Townie Meeting”, “Dentaltown” and “Farran Media”) or other trade names appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written permission of TMLLC, Inc.

7.2 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 TMLLC, Inc. or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of TMLLC, Inc. or its affiliates, all of which shall at all times remain the exclusive property of TMLLC, Inc. and its affiliates.

8 Disclaimer of Warranties, Limitation of Liability

8.1 TMLLC gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the 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. The Event is provided on an “as-is” basis. Neither TMLLC nor its affiliates accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event.

8.2 Except as required by law, neither TMLLC nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.

8.3 The maximum aggregate liability of TMLLC for any claim in any way connected with, or arising from, the 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 TMLLC under this Agreement.

9 Miscellaneous

TM LLC's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. TMLLC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TMLLC'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 TMLLC's prior written consent. This Agreement shall be governed by the laws of the State of Arizona and the parties shall submit to the exclusive jurisdiction of the Arizona courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' 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 TMLLC in any respect whatsoever.