

# FTR Event Registration Terms and Conditions

## Important Dates – FTR Conference 2022

- **Refund Deadline: Thursday, August 11, 2022 at 11:59 PM EST**
- **Last Date to Request Invoiced Registration: Friday, August 5, 2022 at 5:00 PM EST (Registrations after this date require payment at the time of the registration.)**
- **Invoiced Registration Payment Due Date: Friday, August 26, 2022 at 5:00 PM EST**
- **Substitution Deadline: Thursday, September 8, 2022 at 5:00 PM EST**
- **Pre-Conference Registration Close Date: Friday, September 9, 2022 at 11:59 PM EST.**

## Payment

All registrants are encouraged to pay online at the time of registration. Registrants who choose to be invoiced must pay registration, activity, and event fees by the “Invoiced Registration Payment Due Date” in the Important Dates section in order to avoid cancellation. Registrations made after “Last Date to Request Invoiced Registration” will require online payment at the time of registration.

## Event Cancellation by FTR

Freight Transportation Research (FTR) reserves the right to cancel an event due to low enrollment or other circumstances which would make the event non-viable. Cancellation of an event will be at the sole discretion of FTR. If FTR cancels an event, registrants will be offered a full refund. Should circumstances arise that result in the postponement of an event, FTR has the right to either issue a full refund or transfer registration to the same event at the new, future date. FTR will not be responsible for reimbursement of any participant’s expenses related to the cancellation or postponement of an event.

## Registration Cancellations

**Deadline to request a refund for your registration is the “Refund Deadline” listed in the Important Dates section.** Registration cancellations received prior to the Refund Deadline may be eligible to receive a refund less a \$100 service fee. Cancellations will be accepted by email only and must be received by the stated cancellation deadline. Send cancellation email to [conference@ftrintel.com](mailto:conference@ftrintel.com).

### **NOT ELIGIBLE FOR A REFUND:**

- Conference Bundle registration product
- Golf Fees

Cancellation requests received after the stated deadline will not be eligible for a refund. No shows for an event will not receive a refund or credit towards future event(s). All refund requests must be made by the registered attendee or credit card holder and include the name of the attendee and/or transaction number. Refunds will be issued via the original payment method used or by check, no later than (30) days after cancellation has been approved. Cancellation requests will only be accepted via email to [events@ftrintel.com](mailto:events@ftrintel.com).

## Substitution Policy

Substitution of registration (same type: member/non-member) is permitted. Only one substitution is permitted per original registrant with written consent. The individual submitting the substitution request is responsible for all financial obligations associated with that substitution as well as updating any contact/demographic information. **Deadline to request a substitution for your registration is the “Substitution Deadline” listed in the Important Dates section.** Please email substitution requests to [conference@ftrintel.com](mailto:conference@ftrintel.com). FTR will attempt to update event materials to reflect substitutions of attendees, but we do not guarantee the timeliness or completeness of such updates.

## Consent to the Use of Photographic Images

Registration, attendance, or participation in any FTR event constitutes an agreement by the registrant for FTR to use and distribute (both now and in the future) the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, audiotapes, and all other technical or marketing materials.

## On-site Registration

On-site registration is strongly discouraged and may cause a delay in receiving conference materials, such as access to the event app. On-site registrations will be accepted for an additional \$250 service fee. Pre-conference registration ends on the “Pre-Conference Registration Close Date” listed in the Important Dates Section.

## Behavior

FTR provides a professional environment for discussing relevant issues to our industry. We appreciate differences of opinions and realize that these diverse viewpoints make us stronger as an industry. We believe that ideas can best be discussed in an open and respectful environment.

We strive to deliver an event that is welcoming to everyone, however, we cannot control the behavior of other guests (invited or uninvited) and attendees. If other people become a disturbance, we will ask them to follow the behavior guidelines or leave. FTR will not be responsible for the behavior of others, failing to ask people to leave, or failing to force people to leave. Attendees assume the risk of being in a public building with other attendees and any repercussions thereof. Attendees are responsible for their own behavior and safety.

All participants must behave in a professional manner. Unprofessional behavior, including disruptive, combative, or harassing behavior, will not be tolerated, and attendees and sponsors who engage in such behavior will be asked to behave professionally or leave the conference venue, at the sole discretion of the FTR Staff. Failure to follow the direction of FTR or venue staff may result in forceful removal from the conference venue without any refund.

## Facilities / Valuables

Internet connectivity may be available to you, but we cannot guarantee the security or availability of your connection. Your use of the connection constitutes your assumption of all associated risks.

FTR will make reasonable attempts to ensure a safe and secure venue for every event. If a safety or security issue arises, attendees must alert an FTR staff member. FTR will notify the venue staff. FTR will not be responsible for injury or loss due to the negligence of the venue or their agent.

Attendees recognize that events are held in venues that are not quarantined from the general public, and as such, members of the public may be present. FTR is not responsible for the behavior or presence of members of the public.

All attendees should use good judgement in securing their belongings and should not leave valuables unattended. FTR is not responsible for lost or stolen items. A courtesy luggage check, charging station, and hospitality areas may be provided. While FTR attempts to keep these areas secure, FTR is not responsible for lost, stolen, or misplaced items in these, or any other areas.

## Solicitation

FTR prohibits solicitation of other attendees outside of specified locations and times for sponsors or vendors. Conducting market surveys, market research, or other solicitation without prior written approval of FTR is prohibited. Violation of this condition may result in a forfeiture of attendance rights.

## Forecast Disclaimer

Forecasts contain forward looking statements that cannot be guaranteed. All forecasts should be used with caution and an understanding of their associated risks. FTR is not responsible for decisions made using provided forecasts or any other associated outcome.

## Anti-trust

FTR does not offer clients any type of legal advice, but we do want to draw your attention to common topics to avoid while here at an FTR sponsored event. It is your responsibility to avoid these topics, and any behavior which would violate any law or regulation. Common topics to avoid include:

- Rate, salary, or fee fixing of any type
- Agreed upon limits on capacity or volume
- Preferred or non-preferred customer determination or lists
- Division of customers based on any attribute including location, freight type, or other status

We also want to suggest that the terms of any agreements discussed by event attendees be reviewed by the attendee's legal counsel prior to becoming binding. FTR does not provide legal advice of any kind, and every attendee's legal situation is different.

This list is in no way considered comprehensive or binding. Rather, it is a reminder to everyone to play by the rules.

## Accuracy of Information

FTR makes all attempts to vet speakers and content prior to every event, however, we cannot completely control speakers or their provided content. FTR does not guarantee the accuracy of any information provided by a speaker in their remarks or written content. If inaccurate information is found, a reasonable attempt will be made to correct the misinformation.

## Intended Business Purpose

FTR does not warrant that any provided information is intended for a particular business purpose. All industry information should be used with professional judgement. FTR does not provide legal advice. All legal and business decisions should be discussed with your legal counsel prior to execution.

## Speaker/Panelist/Moderator/Sponsor Policies

Speakers, Panelists, Moderators, and Sponsors (“Content Providers”) are bound by a separate agreement for Content Providers and are required to agree they will do the following:

- Comment on the industry, not on behalf of or against any particular business(es) and/or person(s).
- Remain professional. Do not intentionally provide inflammatory statements intended to incite a riot or disruption.
- Do not claim to represent FTR or the views of FTR.
- Do not claim FTR endorses your views.
- Be regarded as attendees for the event and abide by all attendee terms and conditions.

## Media

Attendees requesting registration as a media contact will be limited to 1 contact per media outlet, unless approved in advance by FTR. FTR reserves the right to determine if a media contact is appropriate.

## Limitation on Liability

FTR will not be liable for any incidental, special, consequential, or indirect damages, including damages for interruption of business, loss of profits, and loss of time, as a result of conducting or not conducting an event. In no event will FTR’s aggregate cumulative liability for any and all claims arising out of or related to this agreement exceed the amounts paid by the attendee to attend the event.

## Limitation on Liability: COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is reported to be extremely contagious. The exact methods of spread and contraction are unknown, but the virus is believed to spread from person-to-person, by contact with contaminated objects, and even possibly in the air. People reportedly can be infected and show no symptoms yet still spread the disease. COVID-19 is reported to cause serious illness and death. FTR cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while their premises, at a FTR event or activity, or performing any action for or on behalf of FTR or its representatives. Any in-person interaction with, at, or for FTR may increase the risk of contracting or spreading COVID-19.

Attendees agree and understand these specific risks and nonetheless accept them in order to utilize FTR’s services and attend an event or activity. These services are of such value to Attendees that they accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person rather than arranging for an alternative method of participating or not participating at all. Attendees forever release and waive all claims and rights against FTR in connection with exposure,

infection, and/or spread of COVID-19 related to utilizing their services or premises or interacting with their members. Attendees understand that this release and waiver means the forfeiture of all rights to bring any claims including for personal injuries, death, disease, property losses, or any other loss that may be released and waived under applicable law, including, but not limited to, claims of negligence, and they understand that this release and waiver prevents seeking damages in any way against FTR, whether such damages are known or unknown, foreseen or unforeseen, or that occur now or in the future.

## Miscellaneous

1. All terms and provisions of these Terms and Conditions will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
2. These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the event attendance. Content Providers have acknowledged an additional agreement to govern their attendance at the event.
3. In the event of any inconsistency between any other document and these Terms and Conditions, these terms and conditions shall prevail.
4. All agreements shall be governed by the laws of the State of Indiana. Any claims, legal proceedings, or litigation arising in connection with this agreement will be brought solely in the County of Monroe, State of Indiana, and the parties consent to the jurisdiction of such courts.
5. All agreements are executed in Monroe County, Indiana regardless of the actual physical location of the parties and will be treated by all parties as if they were physically present at the FTR office in Bloomington, Indiana.
6. No modification of these Terms and Conditions or any contract shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.