

TERMS AND CONDITIONS
RIGHT TO REFUND
INTERNATIONAL FRANCHISE ASSOCIATION
CONFERENCES AND EXHIBITIONS

This document describes the registration fee refund protection program (the “Program”) made available by the International Franchise Association in connection with its conferences and exhibitions, and the Terms and Conditions that apply to the Program. Please read it before purchasing protection under the Program.

HOW THE PROGRAM IS ADMINISTERED

The Program is made available to You at the point of registration and is administered by a third party Refund Processor. All refund requests, and all supporting documentation, must be submitted to the Refund Processor through the portal identified in Your confirmation email. We do not receive, review, evaluate, approve or deny refund requests, and We exercise no discretion over any determination. Refund requests and supporting documentation should not be sent to Us.

Complaints about the Program should be directed promptly to events@franchise.org.

WHAT WE WILL REFUND / "RIGHT TO REFUND"

We will refund You the Registration Fee, to the extent that it has not otherwise been refunded to You, if You suffer an Inability to Attend the whole of the Event because of any of the following circumstances, which are neither expected nor intended by You and are outside Your control:

- a) identifiable physical bodily injury to, or sickness of, You or a member of Your Immediate Family that first occurs between the time the Registration Fee is paid by You to Us and the day of the Event, which prevents You from attending or participating in the Event, and which is confirmed in writing by a Physician;
- b) Your death or the death of a member of Your Immediate Family that occurs between the time the Registration Fee is paid by You to Us and the day of the Event, which results in You being unable to attend or participate in the Event, and which is supported by a death certificate;
- c) a Pre-Existing Condition of Yours or of a member of Your Immediate Family that You or that member were aware of at the time the Registration Fee was paid by You to Us, where at that time You had a reasonable expectation of being fit enough to attend or participate in the Event, and the deterioration of the condition is confirmed in writing by a Physician in support of a valid refund request;
- d) a pregnancy complication of Yours that You were unaware of at the time the Registration Fee was paid by You to Us, which results in You being unable to attend or participate in the Event, and which is confirmed in writing by a Physician;
- e) the birth of a child of Yours occurring in the seven days prior to the Event;
- f) You are the victim of a criminal assault within ten days of the Event, which results in You being unable to attend or participate in the Event;

- g) the unexpected disruption or failure of the common carrier used for transportation by You, including any disruption or failure due to peaceful strikes and other non-violent labor actions, which You could not reasonably have known about before the Registration Fee was paid by You to Us, and which results in You being unable to attend or participate in the Event or, if another means of public transportation is available to You, requires at least an additional 30 minutes of transportation time to travel to the Event;
- h) the cancellation, rescheduling or delay of airline flights, including as a result of strikes, which results in You being unable to attend or participate in the Event and of which You were unaware at the time the Registration Fee was paid by You to Us;
- i) in the 48 hours prior to the commencement time of the Event, the vehicle taking You to the Event suffers unexpected mechanical breakdown (excluding running out of fuel), accident, fire or theft requiring the assistance of a repair organization, which results in You being unable to attend or participate in the Event;
- j) You receive a summons for jury duty which results in You being unable to attend or participate in the Event and of which You were unaware at the time the Registration Fee was paid by You to Us;
- k) You receive a summons to appear as a witness in court proceedings which results in You being unable to attend or participate in the Event and of which You were unaware at the time the Registration Fee was paid by You to Us;
- l) a requirement for You or a member of Your Immediate Family to retake an examination on the date of the Event which results in You being unable to attend or participate in the Event, provided that the person required to retake the examination was unaware of the failure of the original examination or of the date of the retake at the time the Registration Fee was paid by You to Us;
- m) the unforeseen change of date of an examination for a course in which You were enrolled at the time the Registration Fee was paid by You to Us, which results in You being unable to attend or participate in the Event;
- n) a burglary, fire, malicious damage or flood at the residence, business premises or farm owned, leased, licensed or occupied by You that requires You to be present to take necessary protective steps, and which results in You being unable to attend or participate in the Event;
- o) a requirement imposed on You by Your employer to relocate, remain at Your office, undertake a business trip, or attend or travel to a business appointment with a supplier, contractor or customer, which was unknown to You at the time the Registration Fee was paid by You to Us and which results in You being unable to attend or participate in the Event. A relocation may be temporary or permanent, provided the new address is more than 100 miles from Your primary residence, and provided the business trip or travel is more than 100 miles from the Event;
- p) You are a member of the Armed Forces, Reserve Armed Forces or Emergency Services and are recalled or summoned to work, posted overseas, or required to be on duty on the date of the Event, which was unknown to You at the time the Registration Fee was paid by You to Us and which results in You being unable to attend or participate in the Event;

- q) a government or local authority has issued a warning not to travel due to adverse weather which prevents You from attending or reaching the Event, provided the venue at which the Event is to take place remains open;
- r) in the three-week period prior to the Event, a hurricane or other named storm occurs which prevents You from attending or participating in the Event, provided the venue at which the Event is to take place remains open or the Event is not cancelled, abandoned, postponed, interrupted, curtailed or relocated due to that hurricane or named storm;
- s) You are unexpectedly and involuntarily terminated by Your employer in a layoff or reduction in force, through no fault of Your own, which was unknown to You at the time the Registration Fee was paid by You to Us and which results in You being unable to attend or participate in the Event;
- t) the theft of Your identity documents (identification card or passport) occurring in the month before the date of the Event, which results in You being unable to attend or participate in the Event, provided the theft is reported to the police and a police report number is obtained;
- u) the theft of Your ticket or voucher for the Event committed by break-in or assault, which results in You being unable to attend or participate in the Event, provided the theft is reported to the police and a police report number is obtained.

WHEN YOU ARE ELIGIBLE FOR A REFUND

You are eligible for a refund if:

- 1.1 the reason leading to Your Inability to Attend first occurred after Your purchase of the Registration was confirmed;
- 1.2 before that purchase, You did not know of any fact or condition that could reasonably cause or lead to an Inability to Attend; and
- 1.3 the reason leading to Your Inability to Attend is not a personal change of plans, and is not the closing of the venue at which the Event is to take place or the cancellation, abandonment, postponement, interruption, curtailment or relocation of the Event.
- 1.4 A Pre-Existing Condition does not by itself make You ineligible for a refund. Where the reason leading to Your Inability to Attend arises from a Pre-Existing Condition, You are eligible for a refund if, at the time the Registration Fee was paid by You to Us, You had a reasonable expectation of being fit enough to attend or participate in the Event and, upon requesting a refund, the deterioration of the condition is confirmed in writing by a Physician.

DEFINITIONS

- 2.1 “Refund Processor” means the third party refund processor for the refund protection program.
- 2.2 “Communicable Disease” means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
- 2.3 “Computer System” means any computer, hardware, software, communications system, electronic device (including any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the foregoing, and

including any associated input, output, data storage device, networking equipment or backup facility.

- 2.4 “Computer System Failure” means any partial or total unavailability or failure, or series of related partial or total unavailabilities or failures, to access, process, use or operate any Computer System.
- 2.5 “Cyber Act” means an unauthorized, malicious or criminal act, or series of related unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.
- 2.6 “Event” means the conference or exhibition produced by Us for which You are registered.
- 2.7 “Immediate Family” means Your: (1) spouse or domestic partner; (2) children or step-children, or the person or guardian responsible for looking after Your children where the children are minors; (3) daughters-in-law and sons-in-law; (4) grandchildren; (5) parents, parents-in-law and step-parents; (6) grandparents; (7) siblings; or (8) fiancé or fiancée, in each case who are under 81 years of age at the time the Registration Fee is paid.
- 2.8 “Inability to Attend” means You are unable to attend or participate in the whole of the Event for one of the reasons listed under WHAT WE WILL REFUND above.
- 2.9 “Physician” means a person, other than You and not related to You by blood, marriage or domestic partnership, who is licensed to prescribe drugs and administer medical treatment (within the scope of that license) at the location where the treatment is provided. A Physician does not include a naturopath, an herbalist or a homeopath.
- 2.10 “Pre-Existing Condition” means the physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, or medical or psychological condition of Yours or of a member of Your Immediate Family that existed prior to the time the Registration Fee was paid by You to Us. For purposes of this definition, such a condition exists prior to the time the Registration Fee was paid if it was diagnosed by a Physician before that time or, if it was not so diagnosed, if in the opinion of a Physician You or the member of Your Immediate Family could reasonably have been expected to be aware of its existence before that time.
- 2.11 “Protection Fee” means the fee charged for refund protection under the Program. The Protection Fee is separate from, and is not part of, the Registration Fee.
- 2.12 “Registration” means Your booked registration for an Event, together with any ancillary services or facilities offered by Us [and any hotel accommodations arranged by Us] for which a Registration Fee has been paid by You to Us.
- 2.13 “Registration Fee” means the refundable monetary fees, including any booking, handling and service fees [and any hotel accommodations arranged by Us], required to be paid by You to Us for You to attend or participate in the Registration, but excluding the Protection Fee.
- 2.14 “We,” “Us” and “Our” mean the International Franchise Association.
- 2.15 “You” and “Your” mean the person who is registered to attend the Event and who is responsible for paying the Registration Fee.

WHAT WE WILL NOT REFUND

We will not provide a refund of any costs or of the Registration Fee if:

- 3.1 You suffer injury, sickness or death arising from a Pre-Existing Condition, unless at the time the Registration Fee was paid by You to Us You had a reasonable expectation of being fit enough to attend or participate in the Event and, upon requesting a refund, the deterioration of the condition is confirmed in writing by a Physician;
- 3.2 before Your purchase of the Registration was confirmed, You had knowledge of any fact or condition that could reasonably cause or lead to an Inability to Attend or participate in the Event;
- 3.3 You are fearful of, or there is a threat of, catching a Communicable Disease, leading to an Inability to Attend;
- 3.4 Your Inability to Attend resulted, in respect of You or a member of Your Immediate Family, from:
 - 3.4.1 acts committed with the intent to suffer an Inability to Attend the Event;
 - 3.4.2 the abuse of alcohol or drugs or medication, or non-compliance with prescribed medical treatment, regimen, therapy, advice or medication;
 - 3.4.3 intentionally self-inflicted harm;
 - 3.4.4 suicide or attempted suicide;
 - 3.4.5 cosmetic or any other elective surgery;
 - 3.4.6 organ harvesting surgery, except elective surgery to donate an organ to a member of the Immediate Family;
 - 3.4.7 mental, nervous or emotional disorders that do not require immediate hospitalization;
or
 - 3.4.8 routine pre-natal care, fertility treatments, or elective abortion occurring in the nine weeks before or after the expected date of delivery;
- 3.5 a criminal or fraudulent act by You or a member of Your Immediate Family;
- 3.6 nuclear reaction, radiation or radioactive contamination;
- 3.7 seepage, pollution or contamination, or any biological or chemical contamination;
- 3.8 war (declared or undeclared), acts of war, or military duty or service;
- 3.9 civil commotion or disorder, riot or unrest;
- 3.10 any act of terrorism, or the threat or fear of one;
- 3.11 any Cyber Act or Computer System Failure, or the fear or threat (whether actual or perceived) of any Cyber Act or Computer System Failure, or any action taken in controlling, preventing, suppressing or remediating any of the foregoing;

The exclusion in paragraph 3.11 does not apply where You are unable to attend the Event as the sole and direct result of a Computer System Failure affecting:

- a. Your Computer System;
- b. any Computer System under Your direct operational control;
- c. any single airport Computer System;

- d. any single airline Computer System; or
- e. third-party infrastructure or a service provider, but only where that Computer System Failure is caused solely and directly by physical damage from a cause that is not otherwise excluded under these Terms and Conditions, occurs between the time the Registration Fee is paid by You to Us and the day of the Event, is beyond Your control, and is not caused by, contributed to by, resulting from or arising out of a Cyber Act, including any action taken in controlling, preventing, suppressing or remediating a Cyber Act.

Except as provided in paragraphs a. through e. above, these Terms and Conditions do not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Computer System Failure affecting third-party infrastructure or any service provider, including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.

- 3.12 the financial collapse or default of any transportation provider, tour operator, venue or venue provider where the Event is to take place, or of any other service provider;
- 3.13 the prohibition, regulation or order of any local authority or government agency, except as provided in paragraph q) under the heading WHAT WE WILL REFUND above;
- 3.14 Your making changes to personal plans, having a business or contractual obligation, or rescheduling a prior appointment, except as provided in paragraphs o) and p) under the heading WHAT WE WILL REFUND above;
- 3.15 any expected or foreseeable event;
- 3.16 Your traveling to a country, region or city for which Your government issued a written travel advisory before the Registration Fee was paid by You to Us;
- 3.17 Your traveling to a sanctioned country for any business or activity, to the extent that such travel would violate any national economic or trade sanction law or regulation;
- 3.18 You are prevented from traveling to the Event due to an outbreak of a Communicable Disease, or because a local, national or international body or agency has imposed a ban on travel, imposed a quarantine or restrictions, or taken any action controlling, preventing, suppressing or otherwise relating to the movement of people or animals due to a Communicable Disease;
- 3.19 the refund request arises out of, is contributed to by, or results from Coronavirus disease (COVID-19), Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), or any mutation or variation of SARS-CoV-2; or
- 3.20 the venue at which the Event is to take place closes, or the Event is cancelled, abandoned, interrupted, relocated, curtailed or postponed.

GENERAL REQUIREMENTS

- 4.1 You must make all necessary arrangements to arrive at the Event on time.
- 4.2 You must not be aware of any material fact, matter or circumstance at the time the Registration Fee is paid that may give rise to a refund request.
- 4.3 You must take all reasonable precautions to prevent or reduce any refund request.

- 4.4 Unless We agree otherwise, the language of this document and of all communications relating to it will be English.

ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

- 5.1 You and the International Franchise Association agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the Program, or the breach, termination, enforcement, interpretation or validity of these Terms and Conditions (collectively, “Disputes”), will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that You and the International Franchise Association are each waiving the right to a trial by jury and the right to participate as a plaintiff or class member in any purported class action or representative proceeding.
- 5.2 Arbitration Procedures.
- 5.2.1 Any arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879.
- 5.2.2 A party who wishes to start arbitration must submit a written Demand for Arbitration to the AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.
- 5.2.3 The arbitration will be conducted by a single neutral arbitrator. If the parties cannot agree on the arbitrator, the AAA will appoint one in accordance with the AAA Rules.
- 5.3 Location and Procedure. Unless You and the International Franchise Association agree otherwise, the arbitration will be conducted in the county where You reside.
- 5.4 Arbitrator’s Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions on which the award is based. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 5.5 Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.
- 5.6 Class Action Waiver. YOU AND THE INTERNATIONAL FRANCHISE ASSOCIATION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and the International Franchise Association agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of representative or class proceeding.
- 5.7 Opt-Out Right. You have the right to opt out of this Arbitration Agreement within 30 days of the date You first agreed to these Terms and Conditions by sending an email to

events@franchise.org. If You do not opt out within that period, You will be bound by this Arbitration Agreement.

- 5.8 Severability. If any part of this Arbitration Agreement is found to be invalid or unenforceable, that part will be of no force and effect and will be severed, and the remainder of this Arbitration Agreement will continue in full force and effect.

APPLYING FOR YOUR RIGHT TO REFUND

- 6.1 If a reason leading to Your Inability to Attend occurs, You are responsible for reporting it to the Refund Processor within 60 days of the date of the Inability to Attend, by following the instructions in the confirmation email sent to You upon completion of Your purchase and completing the refund request details in the claims portal.
- 6.2 You must:
- a) follow the instructions and provide the information requested by the Refund Processor;
 - b) authorize the Refund Processor, and its authorized representatives and agents, to obtain documentation, records and other information as needed, provided that any authorization relating to the medical or other health information of Yours or of a member of Your Immediate Family must be given by the person to whom the information relates;
 - c) agree to an independent medical examination of You or a member of Your Immediate Family if required by the Refund Processor, provided that the person to be examined consents to the examination;
 - d) cooperate with the Refund Processor, and its authorized representatives and agents, in the investigation, evaluation and settlement of the refund request; and
 - e) assist the Refund Processor, and its authorized representatives and agents, upon request, in the enforcement of any right or remedy against any person or entity that may be liable to You for Your Inability to Attend or inability to participate in the Registration.
- 6.3 Except at Your own cost, You will not voluntarily make a payment, assume any obligation, agree to a settlement, or incur any expense related to the refund of the Registration Fee without the consent of the Refund Processor. The Refund Processor will contribute \$70 toward a Physician's report obtained by You in support of a valid refund request.
- 6.4 Refunds of Registration Fees will be calculated in accordance with these Terms and Conditions.
- 6.5 Refund requests and supporting documentation must be submitted to the Refund Processor and must not be sent to Us. If You send medical or other health documentation to Us, We may return or destroy it, and sending it to Us does not constitute the submission of a refund request.