

BOARD OF CERTIFICATION FOR EMERGENCY NURSING
TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS

By registering for and participating in any event hosted by Board of Certification for Emergency Nursing (“BCEN”) including its BCEN Learn Live (“Event”), you, on your behalf and on behalf of any other third party acting on your behalf (collectively “Attendee”) hereby agree to these Terms and Conditions, with BCEN as follows:

COVID-19 SAFETY PROTOCOLS.

BCEN’s COVID-19 protocols follow recommendations from the CDC and prominent public health authorities. However, there is still an inherent risk of exposure to COVID-19 in any public place where people are present. The following measures shall apply to the Event:

Any public space where other people are present holds an inherent risk of exposure to COVID-19 and other communicable diseases. By participating in BCEN Learn LIVE from May 18-20, 2022, I will follow all relevant guidelines provided by the CDC, adhere to government-issued travel restrictions and guidance issued by the region I am traveling to and the region I am traveling from, and evaluate my own health and that of people I am in close contact with.

I will contact BCEN if I have concerns and stay home if I feel sick. Onsite during BCEN Learn Live, I agree to adhere to safety protocols as outlined, and respect others’ personal space. If I test positive for COVID-19 up to 14 days after returning home, I will contact BCEN.

By registering and attending, Attendee agrees to follow COVID-19 safety protocols throughout the Event. Protocols may include, but are not limited to, wearing a face covering at all times unless presenting or during meal/snack break (while actively eating or drinking), keeping six (6) feet physical distance from other attendees, frequent hand sanitization, self-monitoring and self-reporting. Should Attendee fail

to observe any of these protocols, BCEN may remove Attendee from the Event without refund.

ATTENDEE CONSENT TO RECORD.

By participating in the Event, Attendee agrees that Attendee's name, photograph, voice, biographical information, likeness, name, comments, voice, persona, writings and/or personal property recordings, children (if applicable), testimonial, endorsement and any intellectual property rights on all elements contained in or resulting from participation in the Event (collectively the "Likeness") shall be captured, displayed, and may be used in any and all media or forms by BCEN or third parties without compensation or notice, including for promotional or advertising purposes.

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

Attendee further grants BCEN and third parties a royalty-free, perpetual, irrevocable license to reproduce, distribute, publicly perform, and publicly display the Likeness, including any associated intellectual property, such as images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, to prepare derivative works based upon the Likeness, and to grant sublicenses to third parties to exercise these licensed rights. Attendee understands and agrees this permission signifies that photographic or video recordings and Attendee may be electronically displayed, reproduced, recreated, recorded, performed, exhibited, distributed, copied, edited, changed, modified, added to, subtracted from, re-titled and adapted, and otherwise used and exploited without having to give any compensation or attribution to Attendee or any third party via the Internet, email or in other public educational settings without notice.

NO RECORDING BY ATTENDEES.

Attendee further agrees Attendee shall not use any audio or video recording technology (including devices with digital camera functionality, such as smartphones or tablets, and recording software, such as screen capture or similar software) during a presentation and not record or photograph any speakers or any presentation at the Event, unless expressly permitted by BCEN.

Attendee shall not make any part of the materials presented at the Event (any "Materials") public or issue any press releases related to the Event without express prior written approval from BCEN ("Public Statements"). Among any other remedies available to it, BCEN expressly reserves its right to terminate Attendee's participation in the Event immediately upon notification that any Public Statements have been distributed in violation of this provision, and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to BCEN.

VIEWS.

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of BCEN. 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 (collectively "Content"). BCEN shall not be liable for any claims arising out of or related to the views and Content.

TECHNOLOGY USE.

Attendee acknowledges that Attendee's use of technology during the Event is not guaranteed. BCEN and its vendors will use their best efforts to communicate with attendees regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the Event platform.

In no event shall BCEN be held liable for interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to the virtual event platform for the duration of the posted Event website.

DRESS CODE.

The dress code at Event is business casual. Attendees are required to adhere to this dress code during Event including, but not limited to, live video chat.

CODE OF CONDUCT.

By registering for the Event, Attendee agrees to abide by the code of conduct (“Code of Conduct”) set forth in this provision.

Attendee agrees to treat all individuals with respect and create a collegial, inclusive, and professional environment. Attendee will value a diversity of views and opinions by communicating openly with respect for others. Attendee shall not verbally abuse any individual. Attendee shall not discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank. Anyone requested to stop unacceptable behavior is expected to comply immediately. BCEN management may take any action deemed necessary and appropriate, including removal from the event (and any remaining portions thereof) without warning and without refund or registration fee.

Expected behavior:

- Exercise consideration and respect in Attendee’s speech and actions.
- Attempt collaboration before conflict.
- Refrain from demeaning, discriminatory, or harassing behavior and speech.
- Be mindful of Attendee’s surroundings and of Attendee’s fellow participants. Alert BCEN staff if ---Attendee notices a dangerous situation, someone in distress, or violations of this Code of Conduct, even if they seem inconsequential.

Unacceptable Behavior:

- Harassment and discrimination include any verbal, physical, or visual conduct based on sex, sexual orientation, gender expression or identity, transgender status, race, age, national origin, or disability;
- Inappropriate display, sharing or use of nudity and/or sexual images in public spaces (including presentation slides);
- Any physical or verbal intimidation, stalking or following of attendee(s);
- Harassing, photographing or recording of attendee(s);
- Sustained disruption of sessions, talks or other events; and
- Inappropriate physical contact, and any unwelcome sexual attention (physical or verbal)
- Any boisterous, lewd or offensive behavior or language, threatening, intimidation, coercion, use of sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs.

This Code of Conduct provides general guidelines and cannot cover every possible type of unacceptable behavior.

If Attendee sees, overhears or experiences a violation of the Code of Conduct during the Event, please seek out the nearest BCEN team member to escalate Attendee's complaint. If Attendee cannot find a team member or would like to report a violation after the Event, Attendee may email bcen@bcen.org.

FIREARMS.

Firearms, weapons (including weapon replicas), ammunition, dangerous or hazardous devices or substances, and illegal items are prohibited at BCEN Events. BCEN participants acknowledge all bags are subject to search and metal wand screening.

INDEMNIFICATION.

Attendee, on behalf of yourself, and Attendee's successor, heirs and/or assigns (collectively the "Indemnifying Party") agrees, at its own expense, to indemnify, defend, and hold harmless BCEN, its affiliates, officers, board, staff, representatives, agents, members, and employees (each the "Indemnified Party") against any demands, actions, suits (including, but not limited to, suits arising from infringement of copyright, proprietary rights of claim of libel, obscenity or invasion of privacy that may arise out of any party of participation in the Event), damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys' fees and costs, of whatever kind or nature (collectively "Claims") incurred by any Indemnified Party, as a result of the Indemnifying Party's willful misconduct, gross negligence, negligence, or any violation of any federal or state law, rule or regulation. The Terms and Conditions shall survive the termination of the Event.

VIOLATIONS.

Attendee acknowledges that any violation of these Terms and Conditions may result in BCEN issuing Attendee a verbal warning, removing Attendee from the Event without refund, restricting Attendee from attending future BCEN events, and revoking Attendee's membership in BCEN. Please indicate Attendee's acknowledgement and acceptance of these Terms and Conditions by checking "I Accept" below.

PERSONAL DATA.

Attendee agrees to contribute their personal data including, but not limited to, their name, address, phone number, email address, photograph, and social media identifiers (collectively "Personal Data") for the purpose of participating in the Event. Attendee represents and warrants that the Personal Data Attendee provides to BCEN shall be accurate and complete. Attendee agrees to provide truthful and accurate registration information as requested by BCEN; and to promptly inform BCEN of any changes to Attendee's registration information. Such Personal Data will only be used by BCEN as reasonably required for providing services as contemplated hereunder. Attendee understands that Attendee's activity and overall presence at the Event will be monitored by event staff. Attendees have the opportunity to receive

communications from Exhibitors, Sponsors, and the vendor community by checking the "I agree to the terms and conditions" box on the Event registration form.

CONSENT TO USE PERSONAL DATA.

By registering for the Event, Attendee acknowledges and agrees that BCEN (and its authorized contractors) may use Attendee's Personal Data to process Attendee's Event registration and to provide Attendee with information and other materials related to the Event.

If Attendee would like BCEN to share Attendee's Personal Data with Event sponsors, exhibitors and other vendors in order to notify Attendee of their products and services, please check the "I agree to the terms and conditions" on the event registration form.