

### Definitions

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The following terms have the following meaning as use in these Rules and Regulations:

- HLC – Higher Learning Commission
- Sponsorship Program – The program by which Participants (as defined below) interact with HLC Annual Conference attendees through a variety of in-person and virtual methods, including, but not limited to, tabletop exhibition, showcase presentation, events, and advertisements
- Annual Conference – The 2023 HLC Annual Conference
- Hotel – Hyatt Corporation, d/b/a Hyatt Regency Chicago
- Participant – The entity participating in the Sponsorship Program, including any employees, agents, contractors or representatives of the entity

### Overview and Enforcement

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These Rules and Regulations apply to the entirety of a Participant's participation in the Sponsorship Program. These Rules and Regulations are to be construed as a part of the agreement between Participant and HLC. HLC reserves the right to interpret all matters and questions not covered by these Rules and Regulations. Participant agrees that HLC shall have the right to make such additional rules and regulations or changes in arrangements as it shall deem necessary, and to amend same from time to time, and all amendments shall be equally binding on all parties affected by them as the original Rules and Regulations. In the event of any amendments or additions to these Rules and Regulations, HLC will give written notice to those Participants affected by them. HLC shall have the final determination and enforcement of all rules, regulations, and conditions.

HLC reserves the right to immediately terminate the participation of any Participant in the Sponsorship Program for failure to abide by these Rules or Regulations or for other reasonable cause, without refund, as determined in the sole discretion of HLC. Additionally, HLC may temporarily suspend a Participant's participation in the Sponsorship Program until the situation is remedied and/or may exclude a Participant from future participation in the Sponsorship Program or from otherwise sponsoring future HLC meetings and events.

### Participation Guidelines

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All Participants are entitled to participate in the Sponsorship Program at the sole discretion of HLC. HLC may request additional information from Participant as part of the application and approval process. HLC reserves the right to exercise its sole discretion in the acceptance or refusal of applications. HLC reserves in

its sole discretion the right to refuse participation from the Sponsorship Program any objectionable or undesirable person. Participation in the Sponsorship Program is limited to Participant. Participant may not share or otherwise transfer their right to participate. All decisions as to assignment of space or location, including re-location, are at the discretion of HLC.

## Program Rates and Payment

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Rates as well as application and payment deadlines for the Sponsorship Program are published on the Sponsorship Program application website and in the Sponsorship Program Prospectus. Submitted applications must be accompanied by full payment to secure participation in the Sponsorship Program. Fees paid by credit card will be charged upon completion of the application. Payment is due upon receipt of invoice.

The Participant agrees to pay all costs incurred by HLC to collect any and all portions of fees and dues owing to HLC that have not been paid in full prior to the Annual Conference. Failure to pay all fees by the due date indicated on the invoice entitles HLC to cancel the reservation for participation in the Sponsorship Program and retain the nonrefundable deposit. No Participant will be allowed to participate in the Sponsorship Program until the Participant has made final payment to HLC.

Reservations will not be confirmed for future events if there are any outstanding amounts due from previous events.

## No Sales

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The Sponsorship Program provides an opportunity to promote products and services either specifically designed for or customarily used in higher education administration. The Sponsorship Program is held as a means of informational exchange. Sales, product demonstrations that may disrupt the exhibit space, and order taking are strictly prohibited. Participants may not make sales or take orders. Promotional activity is limited to the confines of the space assigned by HLC.

## Circulars and Other Promotional Materials

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Circulars or other promotional materials may be distributed only by Participants and only from the Participant's assigned space. Distribution of small plastic bags is permissible. HLC reserves the right to discontinue distribution of materials that may be deemed as not contributing to the educational nature of the Sponsorship Program or as hazardous or offensive to other Participants, attendees of the Annual Conference, or HLC.

## Recording

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Participant will not record any interactions with attendees occurring within the Sponsorship Program. This includes, but is not limited to, screen shots, audio recording and video recording.

## Use of Music

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A Participant who uses copyrighted music as part of their participation in the Sponsorship Program represents that they have obtained any necessary permission required for such use and will be responsible for the payment of any associated fees.

## Individual Drawings and Promotions

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Participants seeking to conduct a drawing, contest or prize giveaway will be permitted to do so only with prior written approval from HLC. Participants may be asked to sign a separate agreement with HLC concerning such activity. Participants having any such activity must follow all governmental laws, ordinances, rules and regulations. It is Participant's responsibility to make sure they correctly follow all rules and regulations related to drawings and promotions. Any violations will be the sole expense and fault of the Participant. HLC is not responsible or liable for any contests, drawings or giveaways held prior, during or after the Annual Conference.

## Ancillary Events

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Other than as specifically provided for in the Sponsorship Program, Participants may not schedule other events such as meals or hospitality receptions during official HLC program hours without prior written permission granted by HLC. In addition, Participants may not invite attendees to or host attendees in any other spaces, including in any other virtual spaces outside of the event platform, during official hours of the Annual Conference without prior written permission granted by HLC. Additional fees to host ancillary events may apply.

## Other Use Requirements

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A Participant's activities in the Sponsorship Program shall serve the interest of Annual Conference attendees and shall not be presented in a way that detracts from other Participants or the Annual Conference.

Participants may not allow any articles to be brought into the property or allow any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the

management of the property, nor permit anything to be done through which act the premises, property or equipment of other Participants will be damaged.

No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them.

No outside food or beverage is permitted. Alcoholic beverages may not be displayed or served. Use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted.

Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a businesslike atmosphere. Participant must maintain and keep in good order any assigned space and surrender the space in the same condition as it was at the commencement of the occupation, ordinary wear excepted.

During required hours, each exhibit must be continuously staffed by a Participant representative. Participant and their representatives shall be dressed in business attire and shall conduct themselves in a professional manner.

Children under the age of 18 are generally not allowed in the exhibit area during move-in, move-out, or show hours. Children 16-18 years of age may assist with set-up or tear-down, provided that they are covered by the Participant's insurance, as otherwise detailed below.

## Advance Approval

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To the extent applicable, the following aspects of a Participant's activities in the Sponsorship Program must be approved in advance by HLC according to timelines provided by HLC and prior to production: recorded messages for keynote and featured speakers, advertisements, inserts, signage, Sponsored Item Giveaways.

## Compliance With Laws

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Participant must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances, and regulations.

## Cancellations/Withdrawals

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Cancellation of reservation(s) must be received in writing to HLC prior to the deadline indicated on the Sponsorship Program application website. Refunds, less \$1,000 per Participant, will be made at the discretion of HLC in very limited cases. In no case will a refund be made for a cancellation received on or after the deadline indicated in the Sponsorship Program application website. Telephone cancellations will

not be accepted. HLC will confirm, in writing, receipt of all written cancellation notices. Only confirmed cancellations will be considered valid.

## No-Show Policy

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Participants must be ready, willing, and able to participate as assigned by HLC. A Participant will also, as applicable, complete any required pre-conference tasks and otherwise finalize details for participation as required by HLC and according to required timelines. In these instances, a Participant shall be deemed to have cancelled their participation in the Sponsorship Program. No refund shall be made to Participant.

## Exhibit Set-up

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Any space not claimed and occupied by the end of the designated exhibit move-in time frame may be resold or reassigned by HLC without obligation of HLC for any refund whatsoever.

All exhibits must remain intact and staffed until the end of exhibit hours and may not be dismantled or removed before that time.

## Accessibility

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As applicable based on the type of offering, all offerings within the Sponsorship Program must be accessible to individuals with disabilities and in compliance with the Americans with Disabilities Act and any other applicable laws.

## Endorsements and Use of HLC Mark

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If Participants provide products, services or other items to attendees, Participant must expressly inform attendees that there is no expressed or implied endorsement or warranty by HLC of Participant or of the product, service or item. The HLC logos, including the leaf, are reserved for HLC-produced materials. HLC logos and images are not to be used on materials, including websites, presented by Participants. This includes prohibition of the logo use in social media posts and other digital reproductions not originating from HLC. HLC will provide a logo, distributed to Participants upon request, which shall be the only logo used by Participants to represent their participation in the Sponsorship Program in any medium.

## Surveys

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Any surveys offered by Participant must be conducted within Participant's designated space only and must contain the following language: "Data in this survey is not being submitted to or collected by HLC." Surveys require prior written approval from HLC.

## Consent to Use of Photographic Images and Recordings

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By registering for, attending, or participating in this Sponsorship Program, Participants grant permission to HLC and its designees to record the Annual Conference and to photograph their image. Participants grant HLC the right to use, reproduce, and publish such recordings and images in all media, including digital media, for the purpose of promoting HLC and its programs and events, and other purposes in accordance with HLC's mission. Participants understand that they will have no approval rights with respect to the use of these images and will not be entitled to any compensation or royalties for their use.

## Data Privacy

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HLC will not provide attendees' contact information to any Participant, except in the case that Participants purchase or are at a sponsorship level including the opt-in email List. If receiving the opt-in email list, the Participant will receive contact information (name, email, institution) for all attendees who have opted to allow HLC to share this information via the event registration system.

All Participants receiving such information shall abide by the terms of HLC's Privacy Notice in their use of attendees' personal data and shall inform attendees whose data they possess of their rights, including their Data Subject Rights, with respect to Participants.

## Limitation of Liability and Indemnification

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Participant agrees to make no claim for any reason whatsoever against HLC, Chicago Hotel Venture, Kato Kagaku Company, Ltd., and Hyatt Corporation, d/b/a Hyatt Regency Chicago, including each party's agents, employees, owners, managers, officers or directors, subsidiaries and affiliates (hereinafter the "Released Parties") for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to its business for failure to provide the Sponsorship Program or to hold the Annual Conference as scheduled; nor for any action or omission of the Released Parties. Participant is solely responsible for their own material/products for the Sponsorship Program and shall, as it deems necessary, insure products from loss or damage from any cause whatsoever. It is understood that, as applicable, all property of Participant is in their care, custody, and control in transit to, or from, or within the confines of the Sponsorship Program. The Released Parties shall bear no responsibility for the safety of Participants, their personnel, employees, agents or representatives or personal property. The Released Parties are not liable for any loss sustained by participant as a result of Participant's access of the Sponsorship Program or any virtual or physical space in which the Annual Conference is held, or as a result of any failure of utilities, breakdowns, software errors, incomplete or inaccurate transfer of information.

Participant agrees to defend, indemnify, and hold harmless the Released Parties for any losses, costs, damages, liability, charges, fees, or expenses (including, but not limited to, attorney's fees and court costs) arising from or out of or by reason of Participant's participation in the Sponsorship Program. This includes, but is not limited to any claims of infringement, data security and data privacy claims, or violations of any law or ordinance. Participant hereby waives any right and all claim for damages against the Released Parties.

HLC may provide such security as it deems necessary during the Annual Conference. This should not be construed as an obligation to provide such security or to otherwise protect the property of Participants.

## Insurance

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Participants shall carry and shall require any of its independent contractors to carry, \$1 million in commercial general liability insurance to cover against damage and loss and liability insurance against injury to the person and property of others related to participation in the Sponsorship Program. HLC shall not be obligated to carry any insurance for the benefit of the Participant.

## Termination of Sponsorship Program

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If HLC determines, in its sole discretion, that it is impracticable, illegal or impossible to host the Sponsorship Program or the Annual Conference due to acts of God, war or threat of war, governmental regulations or advisories, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local government authority or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious disease), pandemic, outbreak, acts or threats of terrorism, disaster, strikes or labor disputes (except by terminating party), civil disorder, curtailments of transportation facilities (which prohibit 25% or more of the meeting delegates from attending the meeting), failure of utilities, or other comparable unforeseeable emergency, HLC may decide not to host the Sponsorship Program or the Annual Conference. All amounts paid by Participant will be applied as a credit towards future events. Any costs incurred by Participant will be the sole responsibility of Participant.