

## **Terms of Service**

**Effective Date: April 13, 2025**

Welcome to **Midwest Regional Broadcasters Clinic** (the "Clinic", "we", "our", or "us"). These Terms of Service (the "Terms") govern your use of the website, <https://broadcastersclinic.com/> (the "Site"), and any associated services, events, and content provided by the Clinic.

By accessing or using the Site, registering for or attending a Clinic event, or otherwise engaging with the services provided by the Clinic, you agree to comply with these Terms. If you do not agree to these Terms, please do not use the Site or participate in the event.

### **1. Acceptance of Terms**

By using the Site or attending the Clinic event, you agree to be bound by these Terms and our Privacy Policy. We may update these Terms from time to time, and any such changes will be effective immediately upon posting on the Site. It is your responsibility to review these Terms regularly.

### **2. Use of the Website**

The Site is intended for professional broadcasting engineers, event participants, and other related users. You agree to use the Site only for lawful purposes and in accordance with these Terms. You may not use the Site to:

- Violate any laws or regulations;
- Infringe upon the ,rights of others, including without limitation intellectual property rights;
- Distribute harmful software or viruses;
- Interfere with the proper working of the Site;
- Engage in any fraudulent or deceptive practices.

We reserve the right to suspend or terminate your access to the Site at any time, without notice, for any reason, including but not limited to violations of these Terms.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other

security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

### **3. Event Registration**

Registration for the Broadcasters Clinic event is subject to the following terms:

- You must register through the provided registration forms on the Site.
- Payment for event registration is required upon registration. Any cancellations or refund requests must comply with our cancellation policy, which can be found on the registration page.
- By registering, you consent to receiving communications regarding the event, such as updates, schedules, and promotional materials.

### **4. Intellectual Property**

The content on the Site, including but not limited to text, images, logos, videos, and other materials, is owned by or licensed to the Clinic and is protected by intellectual property laws. You may not copy, distribute, modify, or otherwise use the content without prior written consent from the Clinic, except for personal and non-commercial use as allowed by these Terms.

### **5. Privacy Policy**

Your use of the Site is governed by our Privacy Policy, which outlines how we collect, use, and disclose your personal data. By using the Site, you consent to the collection, use, and disclosure of your information in accordance with our Privacy Policy.

### **6. Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE CLINIC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES; ANY EVENTS; OR ANY SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE CLINIC WEBSITE, SERVICES, AND EVENTS IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES OR OTHER RELIEF.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **7. Code of Conduct**

Attendees of the Broadcasters Clinic event are expected to behave in a professional and respectful manner. The Clinic reserves the right to remove or exclude any participant who:

- Engages in disruptive, abusive, or inappropriate behavior;
- Violates event rules or regulations;
- Creates a safety risk to themselves or others.

## **8. Amendments to Terms**

The Clinic reserves the right to modify, update, or revise these Terms at any time. Any changes will be posted on the Site, and the effective date will be updated accordingly. Continued use of the Site or attendance at the event after such changes constitutes your acceptance of the revised Terms.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles. Any disputes arising from or relating to these Terms will be resolved in the appropriate courts located in Hennepin County, Minnesota.

## **10. Contact Information**

If you have any questions or concerns about these Terms, please contact us at:

**Midwest Regional Broadcasters Clinic**

contact@wi-broadcasters.org or office.manager@minnesotabroadcasters.com