TERMS AND CONDITIONS
RIGHT TO REFUND
SOUTHERN POLITICAL SCIENCE ASSOCIATION
DELEGATE- CONFERENCE/EXHIBITION FEE REFUND PROGRAM

This document contains the details of the benefits offered by the SOUTHERN POLITICAL SCIENCE ASSOCIATION and the Terms and Conditions relating to their Delegate Conference/Exhibition Fee Refund Program.

WHAT WILL WE REFUND / 'RIGHT TO REFUND'

We will refund You the unused cost of Your Conference/Exhibition Fee that cannot be recovered from anywhere else if the Delegate suffers an Inability to Attend the whole of the Delegate Registration because of any of the following circumstances, that are neither expected nor intended by You or the Delegate and are outside Your and the Delegate's control:

a) **Injury or Illness of Attendee or Family Member** - Identifiable physical bodily injury to or sickness of a Delegate or a member of their Immediate Family caused by a sudden, unexpected, unusual, specific external event that that occurs at an identifiable time and place between the time that the Conference/Exhibition Fee is paid by You to Us and the day of the Delegate Registration which does not allow the Delegate to attend or participate in the Delegate Registration and which is further confirmed by a licensed Physician or Doctor in writing;
b) **Death of Attendee or Family Member** - the death of a Delegate or a member of their Immediate Family which occurs between the time that the Conference/Exhibition Fee is paid by You to Us and the day of the Delegate Registration which results in the Delegate being unable to attend or participate in the Delegate Registration and which is supported by a death certificate;
c) **Pre-Existing Condition** - Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury of a Delegate or a member of their Immediate Family that they were aware of at the time the Conference/Exhibition Fee was paid by You to Us and at that time the Delegate had a reasonable expectation they would be fit enough to attend or participate in the Delegate Registration and the deterioration of the condition is further confirmed by a licensed Physician or Doctor in writing in support of a valid Right to Refund application;
d) **Pregnancy Complications** - pregnancy complication of the Delegate which the Delegate was unaware of at the time that the Conference/Exhibition Fee is paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration and which is further confirmed by a licensed Physician or Doctor in writing;
e) **Birth of a Child** - birth of a child of the Delegate occurring in the 7 days prior to the Delegate Registration;
f) **Victim of a Criminal Assault** - where the Delegate is the victim of an indictable criminal assault within 10 days of the Delegate Registration and which results in the Delegate being unable to attend or participate in the Delegate Registration;
g) **Public Transportation Issues** - the unexpected disruption, or failure of the common carrier, including any disruption or failure due to strikes, used for transportation by the Delegate and which the Delegate could not have reasonably known about before the Conference/Exhibition Fee was paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration or, if another means of public transport is available to the Delegate, and this takes at least an additional 30 minutes of transportation time to travel to the Delegate Registration;

h) **Airline Flight Issues** - the cancellation, rescheduling or delay of airline flight(s), including strikes, which results in the Delegate being unable to attend or participate in the Delegate Registration and which the Delegate was unaware of at the time the Conference/Exhibition Fee was paid by You to Us;

i) **Vehicle Issues** - the 48 hours prior to the commencement time of the Delegate Registration the vehicle taking the Delegate to the Delegate Registration suffering unexpected mechanical breakdown (excluding running out of fuel including electrical charge), accident, fire or theft requiring the assistance of a repair organization and which results in the Delegate being unable to attend or participate in the Delegate Registration;

j) **Jury Duty** - a summons being received by the Delegate to attend court as a juror which results in the Delegate being unable to attend or participate in the Delegate Registration and which the Delegate was unaware of at the time the Conference/Exhibition Fee was paid by You to Us;

k) **Witness in Court** - a summons for the Delegate to appear as a witness in court proceedings which results in the Delegate being unable to attend or participate in the Delegate Registration and which the Delegate was unaware of at the time the Conference/Exhibition Fee was paid by You to Us;

l) **Retake an Exam** - a requirement for the Delegate or a member of their Immediate Family to re-sit an examination to take place on the date of the Delegate Registration which results in the Delegate being unable to attend or participate in the Delegate Registration provided the Delegate or the member of their Immediate Family was unaware of either the failure of the original examination and/or the date of the resit at the time the Conference/Exhibition Fee was paid by You to Us;

m) **Change of Date for an Exam** - the unforeseen change of date of an examination for a course the Delegate was registered on at the time the Conference/Exhibition Fee was paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration;

n) **Burglary, Fire, Damage, or Flood at Residence** - a burglary, fire, malicious damage or flood at the residence or the business premises or agricultural holding owned, leased, licensed or occupied by the Delegate which requires the Delegate to be present at the residence or premises to perform necessary protective steps and which results in the Delegate being unable to attend or participate in the Delegate Registration;

o) **Work Related Reasons** - a requirement imposed on the Delegate by their employer to move address, remain at their office, undertake a business trip or attend or travel to a business appointment with a supplier, contractor or customer which was unknown to the Delegate at the time that the Conference/Exhibition Fee was paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration. The move of address may be temporary or permanent provided the new address is more than 100 miles from the Delegate's primary residence and provided the business trip or travel is more than 100 miles from the Delegate Registration;

p) **Armed Forces or Emergency Services – Recalled to Work** - if the Delegate is a member of the Armed Forces, Reserve Armed Forces or Emergency Services and is recalled or summoned to work, posted overseas or is required to be on duty on the date of the Delegate Registration which was unknown to the Delegate at the time that the Delegate Registration Fee was paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration;

q) **Adverse Weather** - where a government or local authority has issued a warning not to travel due to adverse weather which prevents the Delegate attending or reaching the Delegate Registration, provided the venue at which the Delegate Registration is to take place remains open;

r) **Hurricanes or Named Storms** - in the 3 week period prior to the Delegate Registration, a hurricane or other named storm occurs which prevents the Delegate attending or

participating in the Registration , provided the venue at which the Delegate Registration is to take place either remains open or the Delegate Registration is not cancelled, abandoned, postponed, interrupted, curtailed or relocated due to the said hurricane or named storm;

s) **Fired from Job** - if the Delegate is unexpectedly made compulsorily redundant by their employer through no fault of the Delegate which was unknown to the Delegate or You at the time that the Conference/Exhibition Fee was paid by You to Us and which results in the Delegate being unable to attend or participate in the Delegate Registration;

t) **Theft of Identity Papers** - the theft of the Delegate's identity papers (identity card or passport) occurring in the month before the Delegate Registration date and which results in the Delegate being unable to attend or participate in the Delegate Registration provided the theft is reported to the competent police authorities and a crime reference number is obtained;

u) **Theft of Registration Ticket or Voucher** - the theft of the Delegate's ticket or voucher for the Delegate Registration committed by break-in and/or assault and which results in the Delegate being unable to attend or participate in the Delegate Registration, provided the theft is reported to the competent police authorities and a crime reference number is obtained.

For the avoidance of doubt, You will only be entitled to a refund of that part of the Conference/Exhibition Fee for the individual Delegate(s) who suffer(s) an Inability to Attend the Delegate Registration.

WHEN ARE YOU ELIGIBLE FOR A REFUND

You are eligible for a refund if :-

1.1. The reason leading to an Inability to Attend by the Delegate first occurred after the purchase of the Conference/Exhibition Fee between Us and You has been confirmed.

1.2. The reason leading to an Inability to Attend by the Delegate arises from any known pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury (as defined in paragraph 2.10 "Pre-Existing Condition" below) and at the time that the Conference/Exhibition Fee was paid by You to Us the Delegate had a reasonable expectation they would be fit enough to attend or participate in the Delegate Registration and upon requesting a refund, the deterioration of the condition is confirmed by a licensed Physician or Doctor in writing.

1.3. Prior to purchase of the Conference/Exhibition Fee the Delegate and/or You knew no fact or condition which could reasonably cause or lead to an Inability to Attend the Delegate Registration.

1.4. The reason leading to an Inability to Attend by the Delegate is not due to a personal change in plans or the venue at which the Delegate Registration is to take place closing, or the Delegate Registration is cancelled, abandoned, postponed, interrupted, curtailed or relocated.

DEFINITIONS

2.1. Delegate means the person(s) attending the Delegate Registration for which the Conference/Exhibition Fee has been paid by You to Us.

2.2. Immediate Family means the Delegate's:

1. legal or de facto spouse;
2. civil partner;
3. children, step-children or the person or guardian responsible for looking after their children where the children are minors;
4. daughter(s) and son(s) in law;
5. grandchildren;
6. parents, parents-in-law, step-parents;
7. grandparents;
8. siblings; or
9. fiancé or fiancée,

who are under 81 years of age at the time of the purchase of the Conference/Exhibition Fee.

2.3 Delegate Registration means the pre-booked ticket, enrolment, entrance or registration fee together with any ancillary services or facilities, including the hotel as offered by Us, for which a Conference/Exhibition Fee has been paid by You to Us.

2.4 Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

2.5 Conference/Exhibition Fee means the refundable transaction value of monetary fees including any booking, handling and service fees including the hotel as offered by Us, that are required to be paid by You to Us for the Delegate to attend or participate in the Delegate Registration but excluding the refund protection fee changed by Us.

2.6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

2.7 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.

2.8 Computer System Failure means any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

2.9 Physician /Doctor means a person (other than You or the Delegate) who is not related to You or the Delegate by blood, marriage or civil partnership who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A Physician/Doctor does not include a naturopath, a herbalist or a homeopath.

2.10 Pre-Existing Condition means the physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition of the Delegate or a member of the Immediate Family which existed prior to the time the Conference/Exhibition Fee was paid by You to Us.

For the purpose of this definition a physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition exists prior to the time the Conference/Exhibition Fee was paid by You to Us, if it has been diagnosed by a Physician/Doctor prior to time the Conference/Exhibition Fee was paid by You to Us or, in the event it has not been so diagnosed, then in the opinion of a Physician/Doctor, the Delegate or the member of the Immediate Family could reasonably have been expected to be aware of its existence prior to time the Conference/Exhibition Fee was paid by You to Us.

2.11 We/Us/Our means SOUTHERN POLITICAL SCIENCE ASSOCIATION .

2.12 You /Your means the person(s) responsible for paying the Conference/Exhibition Fee.

WHAT WE WILL NOT REFUND

We will not provide a refund of any costs or the Conference/Exhibition Fee if :-

3.1 the Delegate suffers injury, sickness or death, that arises from any known Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury, unless at the time the Conference/Exhibition Fee was paid by You to Us the Delegate had a reasonable expectation they would be fit enough to attend or participate in the Delegate Registration and upon requesting a refund, the deterioration of the condition is confirmed by a licensed Physician or Doctor in writing;

3.2 prior to the confirmed Conference/Exhibition Fee purchase by You, the Delegate had any known fact or condition which could reasonably cause or lead to an Inability to Attend or participate in the Delegate Registration.

3.3 You and/or the Delegate are fearful or there is a threat of catching a Communicable Disease leading to an Inability to Attend.

3.4 the Delegate's Inability to Attend resulted from:

3.4.1 acts committed with the intent to suffer an Inability to Attend the Delegate Registration ;
3.4.2 the abuse of alcohol or drugs, medication or non-compliance with prescribed medical treatment, regime, therapy, advice or medication;
3.4.3 intentionally self-inflicted harm;
3.4.4 suicide or attempted suicide (whether sane or insane);
3.4.5 cosmetic or any other elective surgery;
3.4.6 organ harvesting surgery save if 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;
3.4.8 routine pre-natal care, fertility treatments, elective abortion, which occur in the 9 weeks before or after the expected date of delivery.

in respect of the Delegate and/or a member of the Immediate Family.

3.5 a criminal or fraudulent act by You and/or the Delegate and/or a member of the 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 threat or fear thereof.

3.11. 1. Cyber Act or Computer System Failure or the fear or threat (whether actual or perceived) of any Cyber Act or Computer System Failure; or
2. action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Computer System Failure or the fear or threat (whether actual or perceived) of any Cyber Act or Computer System Failure.
The exclusions in paragraph 3.11 shall not apply should any Delegate be unable to attend the Delegate Registration as a sole and direct result of a Computer System Failure affecting:
a. Our Computer System, or
b. any Computer System under Our direct operational control, or
c. any single airport Computer System, or
d. any single airline Computer System, or
e. third party infrastructure or a service provider, but only when such Computer System Failure of a third party infrastructure or a service provider is caused solely and directly by physical damage due to a cause which is not otherwise excluded in these Terms and Conditions which occurs between the time that the Conference/Exhibition Fee is paid by You to Us and the day of the Delegate Registration, is beyond the control of the is not caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, including but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act.

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 except as specifically provided in 3.11. c, d or e above

3.12 the financial collapse or default of any transport, tour, venue or venue provided where the Delegate Registration is to take place and/or any other service providers.

3.13 the prohibition, regulation or order by any local authority or government agency save as provided for in q) under the heading WHAT WILL WE REFUND above.

3.14 the Delegate making changes to personal plans, having a business or contractual obligation, or rescheduling a prior appointment save as provided for in o) and p) under the heading WHAT WILL WE REFUND above.

3.15 any expected or foreseeable events.

3.16 the Delegate travelling to a country, region, or city for which their government has issued a travel advisory in writing prior to Conference/Exhibition Fee being paid by You to Us.

3.17 the Delegate travelling 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 regulations.

3.18 the Delegate is prevented from travelling to a Delegate Registration due to an outbreak of a Communicable Disease or a local, national or international body or agency has imposed a ban on travel or imposed quarantine or restrictions or has taken any action in controlling, preventing, suppressing or in any way relating to the movement of people or animals due to a Communicable Disease.

3.19 if any application for a refund 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.

3.20 if the venue at which the Delegate Registration is to take place closes or the Delegate Registration is cancelled, abandoned, interrupted, relocated, curtailed or postponed.

GENERAL REQUIREMENTS

1. The Delegate must make all necessary arrangements to arrive at the Delegate Registration on time.

2. The Delegate must not be aware of any material fact, matter or circumstance, at the time of purchase of the Conference/Exhibition Fee which may give rise to a refund request.

3. You must take all reasonable precautions to prevent or reduce any request for a refund.

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

5. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

You and SOUTHERN POLITICAL SCIENCE ASSOCIATION agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof or the use of the Delegate(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, tra **SOUTHERN POLITICAL SCIENCE ASSOCIATION**

5.1 demarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that You and SOUTHERN POLITICAL SCIENCE ASSOCIATION are each waiving the right to a trial by jury or 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 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 who the arbitrator should be, the AAA will appoint an arbitrator in accordance with the AAA Rules.3.

5. 3. Location and Procedure

Unless You and SOUTHERN POLITICAL SCIENCE ASSOCIATION otherwise agree, 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 upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

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 FOUNDATION FPR DILIPINA WOMEN'S NETWORK 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 SOUTHERN POLITICAL SCIENCE ASSOCIATION agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a 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 mhurwitz@spsa.net the customer services department of SOUTHERN POLITICAL SCIENCE ASSOCIATION . If You do not opt out within this 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, then such part shall be of no force and effect and shall be severed and the remainder of this Arbitration Agreement shall continue in full force and effect.

APPLYING FOR YOUR RIGHT TO REFUND

6.1. In the event of a reason leading to the Delegate's Inability to Attend or participate in a Delegate Registration You are responsible for reporting the event within 60 days of the date of the Inability to Attend by following the instructions as set out in the Conference/Exhibition Fee Confirmation Form emailed to you upon completion of Conference/Exhibition Fee purchase and completing the refund request details.

6.2. You must:

a) Follow the instructions and provide information as requested by EOS Claims LLP trading as Simple Refunds;

b) Authorize Us or our authorized representative(s) or agent(s) to obtain documentation, records and other information as needed;
c) Agree to the independent medical examination of the Delegate or member of the Immediate Family if required by Us or our authorized representative(s) or agent(s);
d) Co-operate with Us or our authorized representative(s) or agent(s) in the investigation, defense or settlement of the Conference/Exhibition Fee ; and
e) Assist Us or our authorized representative(s) or agent(s), upon our request, in the enforcement of any right or remedy against any person or entity which may be liable to You for the Delegate's Inability to Attend or participate in the Delegate Registration.

6.3. You will not, except at your own cost, voluntarily make a payment, assume any obligation, agree to a settlement, or incur any expense related to the refund of the Conference/Exhibition Fee without Our consent. We will contribute USD70 towards a Physician's/Doctor's report obtained by You in support of a valid Right to Refund claim.

6.4 Refund of Conference/Exhibition Fees will be calculated in accordance with these Terms and Conditions.