



## 2022 Return to Face-to-Face (In-person) Meetings

### Event Safety Code of Conduct

**DIA** is dedicated to providing a safe event experience for all participants and others involved, including attendees, sponsors, exhibitors, vendors, staff, employees, and contractors.

Given that the responsibility of a safe in-person event is shared among event organizers, event attendees, and all others involved, **DIA** has developed the following Event Safety Code of Conduct for all participants to abide by. This document outlines rules and regulations for acceptable and expected behavior. If we all collectively respect these rules and promote the health and safety of everyone participating, we are advocating for the well-being of our fellow global citizens.

This Event Safety Code of Conduct is not intended to be a complete list of all rules and regulations applicable to a DIA meeting or event. DIA reserves the right to remove, or deny attendance to, any person who either: (i) violates, or is likely to violate, this Code of Conduct, or the general health, safety and well-being of other persons; or (ii) is disruptive and/or interferes, or is likely to disrupt or interfere, with the safe conduct of the meeting or event. All decisions shall be made at DIA's sole and absolute discretion, and shall be final.

### EXPECTED BEHAVIOR

#### Before Leaving Home

- Follow relevant laws, recommendations, and guidance provided by national, state and local health authorities where you reside. In the EMEA region, DIA will follow the guidance of the European Center for Disease Prevention and Control (ECDC), World Health Organization (WHO), and the state, county, and local health authorities relevant to where the meeting is being hosted.
- Adhere to government issued travel restrictions and guidance applicable to the place you will be travelling to for the meeting/event, the place you are travelling from, and any locations you will be transiting en-route to the meeting/event.
- Comply with health rules and recommendations of employers, even if stricter than government restrictions and guidance.
- Comply with pre-arrival rules as determined by DIA, which may include COVID-19 vaccination requirements, and COVID-19 testing.
- Evaluate your own health and that of people you are in close contact with; contact your doctor or other healthcare provider if you have concerns.
- Stay home if you feel sick or don't feel that you can travel safely.
- Add to your phone's address book DIA's phone number and email in the event you need to contact DIA.
  - Phone: +41 61 225 5151
  - Email: [Basel@DIAGlobal.org](mailto:Basel@DIAGlobal.org)

### On-site During the Event

- Abide by the venue and DIA's rules which will be communicated prior to the event and onsite.
- Assume all risks of attending an in-person event, including the potential risk of becoming infected with COVID-19, or becoming exposed to COVID-19 leading to mandatory quarantine according to government regulations.
- Follow guidance from the local health authority, for everyday preventive actions to help prevent the spread of respiratory viruses, including:
  - Washing hands often with soap and water for at least 20 seconds, or an alcohol-based sanitizer with at least 60% alcohol.
  - Avoiding touching eyes, nose, and mouth with unwashed hands.
  - Covering your nose and mouth when coughing or sneezing. Throw used tissues in the trash.
- Agree to have your temperature taken before entering the meeting/event venue, if required by DIA.
- Agree to show Valid ID card or Passport.
- Agree to show one of the below:
  - A valid certificate of full vaccination with an EMA-approved vaccine, with the second dose having been administered at least two weeks prior to the event (Pfizer/BioNTech/Moderna/AstraZeneca/Janssen)
  - A certificate of recovery from SARS-CoV-2 infection issued within the last 6 months
  - In case you are unable to get vaccinated due to disability or a medical condition:
    - Valid documentation evidencing such inability to obtain vaccination plus a negative PCR test taken less than 48 hours prior to the event
- For participants from the EU, these items are incorporated in the EU digital COVID certificate, which will be scanned prior to the first entrance every day. In case you do not have an EU Digital Certificate please bring your proof document (the document must be an official document written in English).
- Agree to wear a mask or facial covering, if required by DIA.
- Agree to change your mask multiple times a day if required by DIA.
- Adhere to social distancing protocols put in place by DIA and respect others' personal space.
- Agree to participate in contact tracing if required by DIA.
- Contact the event registration desk at any time if you feel unwell or are experiencing flu-like symptoms.
- Stay in your room and contact DIA for further instructions if you wake up feeling unwell during the event. Contact information can be found at the end of this document.
- Agree to self-quarantine in your hotel room if you feel unwell, test positive for COVID-19, or are otherwise directed by DIA staff. All costs and expenses associated with self-quarantine shall be absorbed by the affected guest.

### Post-event

- Based on current contact tracing advice from many health authorities, if you test positive for COVID-19 up to 14 days after returning home, please contact DIA immediately to advise them, and comply with DIA's inquiries concerning other attendees potentially impacted. Contact information can be found at the end of this document.
- If you are contacted by DIA due to contact tracing from another participant testing positive, you agree to cooperate with DIA's efforts to mitigate the possible spread of COVID-19 amongst event attendees.

### **USE OF PERSONAL INFORMATION**

Each event attendee, vendor, sponsor, staff, exhibitor, and contractor agrees to show and allow DIA to use his/her personal data as necessary or appropriate to maintain health and safety at the event, including but not limited to information such as COVID-19 vaccination information, COVID-19 test results and temperature check results. DIA will not store such personal health data in any form,

For contact tracing and other mitigation efforts after the event's conclusion, DIA will only use personal data collected and stored upon event registration, including but not limited to name, email address, physical address, telephone number. Any measures taken shall be in compliance with the applicable law.

### **RESPONSE TO UNACCEPTABLE BEHAVIOR**

Failure to follow the provisions in this Code of Conduct may result in sanctions at the sole discretion of DIA, including but not limited to removal from an event, refusal of admission, and/or a ban from future events. DIA may choose to provide a verbal or written warning prior to imposing such sanctions, but it shall not be required to do so.

### **WITNESSING UNACCEPTABLE BEHAVIOR**

If at any point you feel unsafe because another person at an event is not following the Code of Conduct, or is exhibiting conduct that is unwelcome or unsafe, please contact a DIA representative. Contact information can be found at the end of this document.

### **TAKE PERSONAL RESPONSIBILITY FOR HEALTHCARE DECISIONS**

Each person attending a DIA meeting or event in any capacity must make his/her own decisions about his/her health care and safety. DIA shall in no way be responsible for ensuring the safety and health of any attendee, participant, exhibitor, employee, or contractor.

### **CONTACT INFORMATION**

To communicate with the event organizer before, during or after the event, please use the following contact information [Basel@DIAGlobal.org](mailto:Basel@DIAGlobal.org) or +41 61 225 5151.

## WAIVER OF LIABILITY, DISCLAIMER & RELEASE

In consideration of being allowed to register for, and participate in the DIA event (“Event”), I hereby waive, release from liability, assume all risks, and covenant not to sue DIA Global (“DIA”), or its members, employees, directors, agents, contractors or volunteers (each a “DIA Party” and collectively the “DIA Parties”) for any expense, loss, claim, damage, personal injury (including loss of life, disability, or serious harm), property damage, theft, negligence, or actions (each, a “Loss”) resulting from or arising in connection with my travel to, attendance at, or participation in the Event and any related activities; unless said Loss is caused by the sole and gross negligence of DIA. In case applicable law provides that certain liabilities and risks cannot be excluded, I understand and accept that this waiver and release is reduced to the legally permitted extent.

I have made such inquiries about the Event as are appropriate to inform myself of the risks of participation. I understand and am aware that my participation in the Event involves risk, including, but not limited to, travel, physical activity, and/or other activities, and that these activities may involve potential or actual threats to health and safety, even if performed correctly. These risks may lead to a Loss. I am also aware that there are risks that I may not have considered, yet I waive my right to any Loss that may occur from these known or unknown risks and I choose to participate in the Event. I acknowledge that no promises, representations, or affirmations of fact were made to me by DIA or a DIA Party concerning the safety or danger associated with traveling to the Event, or participating in any activity or interaction related to or associated with the Event.

I have consulted with my physician before participating in any activity, and have been advised that I may safely participate; or I declined an opportunity to consult a physician even though DIA advised me to consider doing so.

### **Additional Waiver, Liability Disclaimer and Release: COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is extremely contagious. The virus spreads from person-to-person, by contact with contaminated objects, and mainly through the air. People can be infected and show no symptoms yet still spread the disease. COVID-19 can cause serious illness and death.

DIA cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while at its premises, at a DIA event or activity, or performing any action for or on behalf of DIA or a DIA Party. Any in-person interaction may increase the risk of contracting or spreading COVID-19.

I agree and understand these specific risks and nonetheless accept them in order to utilize DIA’s services and attend an event or activity. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person rather than arranging for an alternative method participating, or not participating at all.

Knowing of the risks involved with contracting COVID-19 at an event, I further hereby forever release, discharge, and waive all claims and rights against the DIA Parties in connection with exposure, infection, and/or spread of COVID-19 arising from or related to attending and participating in a DIA event, and utilizing DIA’s services and interacting with the DIA parties and event attendees.

By registering for and attending a DIA event, I voluntarily agree to the following:

- To assume all risks related to exposure to COVID-19.
- To accept primary responsibility for taking steps to protect myself from contracting COVID-19.
- To follow all applicable federal/local public health and government guidelines on COVID-19 health and safety in effect at the time of the event.
- To fully comply with any health, safety, and other policies instituted by DIA and the venue while attending the event, including any modifications and/or enhancements of health and safety protocols, and the requirements in the DIA Event Safety Code of Conduct.
- To properly wear a mask that covers both my mouth and nose at all times as directed by DIA, including but not limited to in the event spaces except while actively eating or drinking.
- To become vaccinated against COVID-19 and provide proof of complete vaccination if required by DIA, including proof of a booster vaccination if recommended by the relevant authorities.
- If required by DIA, to submit to a daily health check-in at the event.
- To pay for all costs and expenses if I contract COVID-19 or test positive for COVID-19 while at the event, including but not limited to costs related to a mandatory or voluntary quarantine (hotel, food and beverage), medical care, transportation to and from a medical facility or hospital, and changes in travel plans.

I further understand that, by agreeing to this Waiver, Liability Disclaimer & Release (“Waiver”), I give up my right to bring any claims including for a Loss (as defined above), or any other loss that may be released and waived under applicable law, including, but not limited to, claims of negligence on the part of a DIA Party. I understand that this release and waiver prevents me from seeking damages in any way against the DIA Parties, whether such damages are known or unknown, foreseen, or unforeseen, or that occur now or in the future.

I agree that this Waiver shall bind me and my personal representatives, successors, and assigns, and anyone claiming by or through them. This Waiver shall be enforceable to the fullest and broadest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect. I am an adult of sound mind and capable of entering into this Waiver. I have read its terms and fully understand and agree to the provisions herein. I agree that this Waiver shall be governed by and construed in accordance with the laws of Switzerland, and enforced only in courts in Switzerland. After an opportunity to consult with an attorney of my own selection, I voluntarily consent to this Waiver.

**AGREEMENT:**

*By registering for the meeting and clicking the check box stating you read and agree to the Terms & Conditions, you are affirming that you have carefully read this Waiver, Liability Disclaimer and Release, understanding its terms and conditions, and agreeing to be bound by such terms and conditions. You understand that this is a legally binding contract.*