

Terms and Conditions for In-Person Events

You recognize and understand that ERA Franchise Systems LLC and its parent and affiliates, including Anywhere Real Estate Inc., (collectively “Brand” or “Company”) are not providing transportation, lodging, meals, recreation, and other services to you. You agree that the direct providers of those services will be solely responsible for any personal injury or property damage you may sustain, and you hereby release the Brand, on behalf of yourself, your guests, your family members, and your heirs for any actions or inactions of such suppliers. The Brand is not the agents of those providers. Top Affiliate (the “Event”) is not open to the general public. Registration for anyone that is not a member of the Brand System is subject to approval of the Brand. Guests must be registered with a convention registrant. Brand affiliated owners, brokers or agents of the Brand may not register as a guest. You agree to indemnify and defend the Brand for any loss, cost or damage resulting in connection with your or such guest’s attendance at the Event.

Certain activities that may be offered at or in connection with the Event may be physical in nature. Your participation in these activities is purely voluntary and at your own risk. You agree you are solely responsible for any personal injury you may sustain and hereby release the Brand on behalf of yourself, your family members, and your heirs for any injury or loss of life you may sustain. If you bring a guest to the Event, and your guest participates in any physical activity, you agree to indemnify and defend Brand for any loss, cost, or physical injury sustained by such guest’s participation in the activity Event. In addition, the novel coronavirus, COVID-19, a worldwide pandemic, is extremely contagious and may cause serious illness and death. Any in-person interaction with, at, or for Company may increase the risk of contracting or spreading COVID-19. I understand these specific risks and agree to participate in the Event at my own risk. I hereby release and waive all claims and rights against the Company in connection with exposure, infection, and/or spread of COVID-19 related to the Event, utilizing the Company services or premises or interacting with their members.

CANCELLATION POLICY

If you must cancel your registration, please notify our event team in writing at eraevents@teamera.com. You understand and agree that the Brand’s performance in connection with the Event is subject to acts of God, war, government regulation, terrorism, disaster, disease (including but not limited to the coronavirus pandemic), civil disorder, curtailment of transportation facilities, or any other situation beyond the parties’ control making it, illegal, impossible or inadvisable to provide the services (a “Force Majeure event”). If the Event is cancelled due to a Force Majeure event we will refund your conference registration. Any expenses other than conference registration incurred by you are your responsibility.

PERSONAL INFORMATION

In connection with your registration and participation in the Event, the Brand will collect certain information about you and any registered guests including your name, email, phone number, company, address, emergency contact (name and phone number), portrait, picture or voice, any verbal or written statement made by you (where applicable), and payment card details (“**Personal Information**”). The Brand collects Personal Information to complete your Event registration, make and complete reservations at event hotels and other providers, manage your account, communicate with you about future events, engage in marketing-related activities, in furtherance of other legitimate interests, and as necessary to perform a contract with you.

By providing us with your Personal Information, you agree and authorize the Brand to contact you through each of the communication channels indicated above about registration, overall event experience, or promotional offers, even if your telephone number is on an Internal company or Brand, state, or national Do Not Call Registry. You also agree to the terms set out in the Brand’s Privacy Policy and Terms of Use <https://www.era.com/terms> and <https://www.era.com/privacy>.

Event may take place in the United States. If you are located in a country outside the United States, for example, the European Economic Area or Switzerland (collectively, “**Europe**”), cross-border transfer is, therefore, necessary for the conclusion or performance of a transaction that you are requesting, and for the establishment, exercise, and defense of legal claims. To the extent permitted by local law, your event registration and provision of any Personal Information constitutes your consent to the cross-border transfer of Personal Information and the other activities identified in the Brand’s Privacy Policy <https://www.era.com/privacy>.

CONSENT AND RELEASE PERSONAL INFORMATION

I authorize the Brand to collect, use, or otherwise process my Personal Information and the Personal Information of any Guest (collectively for the purposes of this Consent and Release “Personal Information”), and incorporate it into any and all media and forms of expression prepared by the Brand for publicizing, marketing, and advertising the Brand throughout the world. Company may also use and license my Personal Information to others, as specified above, including unrestricted use for the purpose of publicity, advertising and sales promotion, with or without advertising sponsorship; and to otherwise collect, use, and process my Personal Information in connection with the Event. I also consent to the collection, exhibition, use, and disclosure of my Personal Information by the Brand as provided above, and release the Company from all liability for, and claims and demands arising out of, this instrument and the use of, and to the international transfer of, my Personal Information to the United States and to any affiliated companies or service providers in the United States or other territories, for the purposes identified above. I also agree and authorize the Brand to contact me through each of the communication channels indicated above about registration, overall event experience, or promotional offers, even if my telephone number is on an internal company or Brand, state, or national Do Not Call Registry. I understand and agree that the Brand will own the Personal Information described above regardless of the forms in which they are originally or subsequently printed or used.

Europe Residents Only: I understand my consent can be easily withdrawn at any time (without affecting the lawfulness of processing based on consent before its withdrawal), and that not providing or withdrawing my consent will not prohibit my registration or participation in the Event, but may limit the availability of certain programs, activities, events, or marketing that we believe that you would find valuable.

I acknowledge that I have reviewed and read the contents of this notice, and I have been promised no compensation, and have I not contracted with any party for any compensation, for the use of my Personal Information as provided in this authorization.

Personal Information:

I would like to attend the Event. I request and direct the Brand to share my Personal Information with hotels and other providers in order to facilitate or make available the Event and related benefits to me.

No Children:

I agree and understand that anyone under 21 years of age is not permitted into the Event.