

# EUROPEAN ACADEMY OF DERMATOLOGY AND VENEREOLOGY GENERAL TERMS AND CONDITIONS REGISTRATION TO EADV EVENTS

## 1. APPLICATION AND ACCEPTANCE

### 1.1 Application

The application to any EADV Event (EADV Congress and EADV Spring Symposium) is valid only if the application is done through the official online registration platform or through the onsite available official EADV Onsite Registration form. The online order and the onsite form must be filled in truthfully and diligently and is legally binding.

The Applicant may be asked to present a copy of an official identity card or passport. The Applicants must be over the age of 18 to register to the EADV Events and accompanying persons (including children) are not allowed to attend the meeting. The Applicant warrants that the information and any data regarding the Applicant provided during the registration process or portions thereof are complete and accurate. The EADV cannot be held liable for any consequences deriving from incorrect data.

### 1.2 Binding Character

The online or onsite order form is legally binding the Applicant. The signature and/or submission of the Applicant of the Order form certifies among other the knowledge and acceptance by the Applicant of the present General Terms and Conditions.

### 1.3 Acceptance

EADV is not obliged to accept any order forms of any Applicants. EADV accepts order forms only through EADV's official registration platform or onsite form. By accepting the General Terms and Conditions, the applicant accepts to be contacted by the EADV at any time for future communications until the applicant opt-out from mentioned communications.

### 1.4 Application Components

Mandatory application components are:

- a) The written confirmation of registration from EADV,
- b) The present General Terms and Conditions.

In case of discrepancies, the General Terms and Conditions prevails over the registration form (online or paper).

Said components contain all of the covenants by and between the Parties with regard to the registration. They shall replace any prior oral or written agreement between the Parties with regard to their object.

## 2. Right of Refusal

EADV reserves the right to refuse at any time registration to single Applicants among other for reasons of safety or compliance with the relevant laws and regulations. EADV may limit participation if deemed imperative to the achievement of the intended purpose of the event. EADV reserves the right to refuse access to applicants showing harmful, disturbing or intolerable behaviours towards the delegates or staff of the event, even after admittance, at the responsibility and cost of the Applicants. In the aforementioned eventualities, the applicant forgoes all rights to any claims against EADV.

## 3. PAYMENTS

### 3.1 Fees

Each EADV Event has specific registration fees and deadlines published on the relevant EADV Event Website.

All registration fees are quoted in Euro currency, VAT included, unless specified differently.

The EADV reserves the right to add administrative fees if applications are incomplete due to payment default or incomplete accompany documents (if applicable).

### 3.2 Sole Debtor

The Applicant is the sole debtor of all payments and as such the sole responsible for timely payment to EADV of all agreed amounts for all agreed registrations. This also pertains to group registrations provided by third parties which have been advanced by EADV within the contractual framework to the benefit of the presenting agency.

### 3.3 Due Date and Case of Default

All amounts are due at time of registration. In the case of invoices, amounts are due at the date indicated in the invoice of EADV. If no due date is indicated, then any amounts are immediately due. The debtor is in default once the date indicated in the invoice has passed without performance of full payment. EADV may remind the debtor, but the reminder is of no relevance for the default. In case of default, a penalty interest p.a. of Euribor rate 3 months plus 5 % is due and payable. The debtor's registration is considered incomplete until full payment and access to the event is suspended.

### 3.4 Set-off

The set-off of claims of EADV against claims of the Applicant is admissible only in case of direct, well founded and uncontested counterclaims of the Applicant against EADV.

## 4. CHANGES

### 4.1 Right to Request Changes of the Applicant

Changes, in particular last-minute requests not explicitly accepted by EADV through its written confirmation or through exception or additional contractual provisions in writing always require the previous written consent of EADV. It is the responsibility of the Applicant to notify EADV well in advance any such changes. The notification shall include a description of the required change.

### 4.2 Exchange and Sharing

Exchange and sharing of any registration badges or codes are not allowed.

### 4.3 Name changes

Name changes are allowed upon written request by the Applicant until the deadline indicated in the Name Change Policy, available on the EADV Event Website. The name changes can be requested by group leaders for a maximum of 25% if the total tickets purchased. Names changes are charged at EUR 30 per registration.

## 5. LIMITS

### 5.1 Healthcare Professional

Access to the different areas and sessions of the EADV Events depends on the status as Healthcare Professional or as Non-Healthcare Professional. Each Applicant or representative of Applicants (Group Leader) is responsible to indicate their status in compliance with the National Regulations applicable in the hosting country of the EADV Event.

It is the Applicant's duty to determine without any involvement of EADV such legal framework and to fully comply. EADV has no obligation to monitor the Health Care Professional Status with the applicable legal framework, but reserves the right to intervene or let intervene in case of non-compliance or even of suspected non-compliance.

### **5.2 House Rights**

The exclusive House Rights are held by the Owner of the facility. The Owner is authorized to exercise control of the display areas and presentation methods as well as the enforcement of security measures and the adherence to rules and regulations, in the best interest of a successful event. Submission of a signed application commits the Applicant and/or presenting agencies to adherence of any referenced rules and regulations governing the event, as well as to the strict adherence to all security measures and government regulations and technical safety standards in force at the event.

### **5.3 Specific Instructions**

Pets or animals are not permitted at the venue.

### **5.4 Exhibition Area**

The access to the Industry Exhibition Area is strictly prohibited to non-Healthcare Professionals. The access to the Industry Exhibition area is allowed to registered Exhibitors, Technical Support Staff, Press and delegates registered as Health Care Professionals.

### **5.5 Industry Sessions in Particular**

EADV will not be involved with in or have any control over the content, quality, organization, operation, scientific integrity of the activity and materials. EADV will not be involved in the selection of speakers, moderators and other faculty.

The Industry Session organizers may refuse entry to non-Health Care Professionals if the content requires such limitation. In addition, the Industry Session organizer reserves the right to limit the access to its session to selected attendees, independently of their registration status and EADV recommendations.

### **6.7 Photography and Video Recordings in Particular**

Photography, Video and/or sound recordings of the EADV Event by any Applicant, including portions or presentations are only permitted during regular operating hours of the event with prior approval from EADV. Anyone recording the event or portions thereof must ensure under own, direct and full responsibility and liability that none of the recordings will represent a hazard to visitors and that notice is provided to the subjects being filmed or photographed. Furthermore, the express consent of any Applicants involved is necessary. Finally, any recordings may not refer to the EADV, its name, its logo or its trademarks, if any.

## **6. LIABILITY AND INSURANCE COVERAGE OF EADV**

EADV is only liable for direct damages resulting from EADV's own unlawful intent or gross negligence.

EADV refuses liability for any indirect damages and loss of profits. EADV refuses liability for any damages resulting from reasons beyond its control. EADV refuses liability for loss, theft or damage to exponents or presentation objects and personal belongings imported during the event or damaged during transportation. EADV has an insurance coverage for personal and object damage. Any claims for any damages that are not submitted to EADV immediately after occurring of the damage(s) are not considered, in which case neither EADV nor its insurer will cover or somehow refund.

## **7. LIABILITY AND INSURANCE COVERAGE OF THE APPLICANT**

The Applicant shall attend the event with all due care.

Any spaces, infrastructure, tools, devices, materials and similar are to be treated with care by the Applicant (and / or its presenting agency) before, during and after the event. Applicants (and/or presenting agencies) are held liable for all damages to persons or objects, caused by them, their employees and any third parties under temporary engagement, their vehicles or any visitors at the venue. The Applicant commits to attend the EADV Event with adequate personal, health and travel insurances.

## **8. CANCELLATION AND REFUNDS**

### **8.1 Cancellation by the applicant**

Applicants whose order form has been accepted by EADV cannot cancel and all agreed amounts remain due and payable. Under exceptional circumstances represented in writing by the Applicant to EADV, EADV may at EADV's sole discretion, without being obliged, release the Applicant. The cancellation can be requested until 31 March 2022 only.

### **8.2. Refunds**

Cancellations received with the deadline and approved by EADV will be refunded according to the method of payment chosen at registration.

No refunds for unattended meetings or early termination of the attendance by the Applicant can be processed. The EADV will not refund any registration processed and/or finalized incorrectly, if no CMEs have been obtained.

Group Leaders purchasing an incorrect number of tickets, selecting a wrong ticket type or processing double registrations are not entitled to reimbursement.

### **8.3. Restrictions due to pandemic Events**

In case of cancellation or non-attendance due to pandemic events, all agreed amounts remain due and payable. Under exceptional circumstances represented in writing by the Applicant to EADV, EADV may, at EADV's sole discretion, without being obliged, grant a discretionary amount as refund to the Applicant.

## **9. REASONS BEYOND CONTROL**

### **9.1 General**

The event may be anticipated or postponed to a different date or cancelled or its time frame changed by EADV as a result of a) any negative circumstances beyond and at anyone's control or b) extenuating circumstances beyond the control of EADV. In case of anticipation, postponement or change of the time frame of the event, the Applicant remains bound and obliged and has no claim against EADV.

In case of cancellation of the event, the EADV reserves the right to retain 25% of the total agreed amount remain due to EADV and the Applicant has no claim against EADV.

### **9.2 Terrorism**

Terrorism means, and this clause applies mainly to

- any acts of terrorism; or
- independently from any acts, any alerts according to any official sources; or
- independently from any alerts, any circumstances reported by any official sources indicating any concrete threats of terrorism

Any of such up to 14 days before any EADV's Events or while any EADV's Events are running.

In case of Terrorism EADV reserves the right to unilaterally cancel, interrupt or postpone any EADV's Events.

EADV shall inform immediately about the cancellation, interruption, or postponement due to Terrorism of any EADV's Events.

With the cancellation, interruption or postponement due to Terrorism EADV's reserves the right to either refund, retain or postpone the registration fee. After any cancellation, interruption or postponement the refund conditions shall be communicated. Any amounts already paid shall be refunded unless such amounts have already been spent or irrevocably allocated to any contractual purposes.

In no event EADV or any parties shall carry any liabilities for any direct, consequential, special, incidental, indirect or punitive damages, lost revenue, profits or income, diminution in value, loss of business, reputation or opportunity or similar costs suffered by EADV or any partners and their own counterparts."

## **10. MISCELLANEOUS**

### **10.1 Consequences of Partial Nullity**

The nullity of any of the clauses hereof shall not affect the validity of the other clauses. If need be, the Parties shall arrange to replace the offending clause by an equivalent legal provision or, failing that, by a new contractual clause meeting the original intent of the Parties.

### **10.2 Official Languages**

The official language of the EADV Event is English.

### **10.3 Right of Change**

EADV reserves the right to effect any changes deemed necessary to ensure the overall success of the event.

### **10.5 Non-transferability**

Any obligations, debits and/or credits of an Applicant somehow originating from this contract are non-transferable to any third parties.

### **10.6 Data**

The data made available through the online registration system are gathered and treated by the EADV in compliance with the Swiss regulation on data protection, in particular in compliance with Sec. 4 of the Swiss Federal Law of June 19, 1992 on Data Protection. All data are treated by the EADV only for organizational purposes, in particular for the registration to Events as well as for the monitoring of credits for the Continuing Medical Education of the participants. By entering the EADV Event venue or platform a delegate's name, the name of the institute or company the delegate works for or represents as well as the HCP status will be visible to other participants. During the EADV Events you have the right to transfer

the data collected by the EADV to another controller ("Exhibitor"). It might happen through direct request, booth visit or other means. Each participant shall consider that by accepting, the participant gives authorization to the EADV to transfer the data of the participant to the Exhibitor.

The EADV makes this process possible but does not take any responsibility for what happens with the data after it is being transferred to the Exhibitor. We advise to make sure that the Exhibitor presents a Privacy Policy. It might occur that purposes described by the Exhibitor might include the promotion of pharmaceutical products and similar.

### **10.7 Photo and Video disclaimer**

The Applicant acknowledges and accepts that any EADV Meetings are usually documented in their entirety or even only in part by EADV appointed official photographer(s) so that photos and/or videos where the Applicant or the Applicants exhibition stand appears may be published (also for promoting the EADV and any of its activities) in traditional and/or digital media.

### **10.8 Alcohol policy**

The EADV policy is that during the congress hours and at all times whilst on the congress premises, participants must be free from the influence of alcohol. Therefore no participant, exhibitor, sponsor or any other shall:

- be in possession of alcohol on the EADV Event premises
- supply others with alcohol

Alcohol may only be served and consumed during the below listed events:

- Fostering Networking Event
- Networking Symposium

### **10.9 Applicable law, Venue of competent Jurisdiction**

Any legal relationship between EADV and the Applicant shall be governed solely by Swiss Law. In the event of any controversies arising from any legal relationship between EADV and the Applicant, inclusive of such issues as validity, nullity, violation or termination of such legal relationship, the parties shall first attempt to reach a settlement. Failing this within one month from the time when the controversy arose, EADV and the Applicant irrevocably submit for the determination of such disputes to the exclusive jurisdiction of the regular Courts at the seat of EADV (at present: Lugano, Switzerland).