

## **EUROPA ORGANISATION'S GENERAL TERMS AND CONDITIONS OF SALE**

### **- PARTICIPANTS -**

**CURRENT AND UP-TO-DATE AS OF JANUARY 1, 2015**

**Europa Organisation SA (“Europa”)** is a French event management company (conferences and trade shows in particular) with €40,000.00 in share capital, registered with the Commercial and Companies Registry of Toulouse under number B 342 066 727.

Its corporate headquarters are located at:

19 allées Jean Jaurès

BP 61508

31015 Toulouse cedex 06.

EU Tax Number FR 423 420 66 727

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#### **1. SCOPE**

- 1.1. These Terms and Conditions of Sale apply, to the exclusion of any other provision, to any registration by a participant (the “Participant”) for a conference or trade show (the “Event”) organized by Europa Organisation.
- 1.2. A copy of these Terms and Conditions of Sale can be consulted on the Europa website at: [www.ebcog2018.org](http://www.ebcog2018.org) (hereinafter the “Website”).
- 1.3. The fact of registering for an Event online or returning a completed registration form implies unreserved acceptance of these Terms and Conditions of Sale in their totality.
- 1.4. Europa reserves the right to modify these Terms and Conditions of Sale. Only the Terms and Conditions of Sale that are currently in effect on the day of registration shall apply to the registration in question.

#### **2. REGISTRATION - CONTRACT**

- 2.1. Registration in Events is open by mail, by mailing in a completed registration form to [regist-ebcog@europa-organisation.com](mailto:regist-ebcog@europa-organisation.com) or by completing the registration form directly online on the Website.
- 2.2. The full payment of registration fees must be made at the time of registration, without discount. Any registration for which the registration form is incomplete or that does not include the payment on the terms detailed in Section 3 below will not be taken into account.
- 2.3. Once Europa receives a registration form and after payment is made, Europa will send the Participant a summary confirming his or her order and registration in the selected Event (the “Order Confirmation”).

If EBCOG is unable to accept a registration from the Participant (in particular because the form has come in too late or an issue of availability), Europa will inform the Participant of

this and refund his or her registration fee within 7 business days by bank transfer if payment was made by check or bank transfer, or by credit card if the Participant paid the registration by credit card.

- 2.4. The contract is considered to be finally formed when Europa sends the Order Confirmation, subject to collection of the payment.
- 2.5. The Participant has a right to cancel his or her registration within 14 calendar days after the Order Confirmation. There will not be possible to cancel the order and be refunded 14 calendar days before the Event. The Participant is not required to give any reason for cancelling a registration. If the Participant wishes to cancel a registration, he or she must give notice of this within the legally required period of time indicated above, by filling out the standard cancellation form available online on [www.ebcog2018.org](http://www.ebcog2018.org) or by returning the standard cancellation form included at the end of these Terms and Conditions of Sale to this address: Europa Organisation-Service Inscriptions-19 allées Jean Jaurès-BP 61508-31015 Toulouse cedex 06-France. The registration fee will then be refunded within no more than 14 calendar days.

### **3. PRICES - PAYMENT**

- 3.1. The Prices per Participant include taxes. Europa can modify them. The applicable prices are the prices charged at the time of registration (prices reflected on the Website at the time of registration or in the hardcopy of the registration pack that the Participant receives).

They include all the services described in the hardcopy of the registration pack or online, on the Website, for the corresponding price.

- 3.2. Subject to what is stated in subsection 3.3, for registrations made less than 14 calendar days before an Event, the following payment options are available:

- by check made out to the order of Europa Organisation and sent to Europa Organisation, 19 allée Jean Jaurès, BP 61508, 31015 Toulouse cedex 06. We ask that the Participant indicate the following information on the back of the check: his or her name, the order number and the name of the Event. Europa must receive the check within 7 calendar days after it receives the registration and it is up to the sender to take all action to meet this deadline. If it does not receive the check by this time, Europa reserves the right not to accept the registration and to return the check received to the sender;
- by bank fund transfer to the following bank account:

HSBC

Bank code: 30056

Branch code: 00350

Account number: 03502062435

RIB Key (Clé RIB): 38

International Bank Account Number (IBAN): FR76 30056003500350206243538

Swift Code: (BIC) CCFRFRPP

Account holder:

EUROPA ORGANISATION – HSBC FR TOULOUSE

64, rue de Metz

BP 624

31001 Toulouse cedex 6

The Participant must provide the following information in the fund transfer references: his or her name, the order number and the name of the Event.

The fund transfer must be credited to Europa's account within 7 calendar days after it receives the registration. Otherwise, Europa reserves the right not to accept the registration and to refund the Participant for the amount of the fund transfer.

- by credit card on the Website.

Credit cards accept for payment are Carte Bleue, Visa, MasterCard and American Express. Europa may have to contact the Participant by email or by telephone to ask for additional information about the identity of the buyer and the owner of the bank card.

For its payment system, Europa uses a specialty secure online payment service provider that complies with the payment card industry data security standard (PCI DSS).

Only one type of payment is authorized per registration.

- 3.3. Payment by check is possible only for registrations that Europa receives no later than 14 calendar days before the date of the Event. Payment for registrations that Europa receives less than 14 calendar days before the date of the Event may be made only by credit card or bank fund transfer and bank fund transfers must be made on the day the order is placed.
- 3.4. Once a registration fee is paid, it can only be refunded in the cases specified in subsection 2.5 and in Section 5 of these Terms and Conditions of Sale.

#### **4. OBLIGATIONS OF THE PARTICIPANT**

Registration with Europa implies acceptance of the following terms and conditions:

- 4.1. Each registration is valid only for the Event that is referred to therein and may not be accepted for another Event.
- 4.2. The Participant will receive the Event Badge at his arrival, which is the proof of his registration. The Participant must keep the Badge for the full duration of the Event and show to security personnel if asked. The Badge is nominative and non transferable. The Participant may be asked to present an ID card when accessing the Event.
- 4.3. The Participant agrees to comply with rules displayed at the Event location, Europa reserves the right to refuse to let any person who does not comply with this obligation take part in the Event.

#### **5. MODIFICATIONS - CANCELLATIONS**

- 5.1. In the event that, after the abovementioned time allowed for cancellation has expired, the Participant wishes to cancel his or her participant in the Event, he or she must notify Europa at least 7 business days in advance by fax, email or mail.

Registration Cancellation Policy

- Cancellation should be notified in writing by mail, e-mail or fax to Europa Organisation

- Cancellation received until December 8th, 2017: a fee of 100 Euros will be charged between December 9th, 2017 and February 8th, 2018: 50% penalties
- Cancellation received after February 8th, 2018: no refund
- A fee of 150 Euros will be charged for any name change before the congress

Refund will be processed by bank card if payment was made using a bank card, and by bank transfer in the other cases. If the Participant does not attend the Event for which he or she registered, he or she won't be able to claim any refund, unless the request is made pursuant to the right to cancel participation described in subsection 2.5.

The Participant may, if he or she wishes, be replaced by another Participant, provided that notice is given to Europa at least 48 hours before the start of the Event.

- 5.2. In case of necessity, and in particular if there is no speaker, Europa reserves the right to change the program of the Event. It pledges, in such a case, to notify the Participants as soon as possible.
- 5.3. If Europa is forced to cancel the Event, it pledges to notify the Participants of this as soon as possible. The registration fees will then be refunded to Participants.
- 5.4. Europa may not be held liable and no refund will be made if the Event is delayed or cancelled because of an extraordinary event or circumstance beyond the control or an act of God.

## **6. INTELLECTUAL PROPERTY - IMAGE RIGHTS**

- 6.1. The speeches of the speakers and/or documents distributed or given out during the Event are copyright protected pursuant to Sections L.111-1 et seq. of France's Intellectual Property Code. Under Section L.122-4 of France's Intellectual Property Code, "*any full or partial display or reproduction without the consent of the author or his or her beneficiaries or assigns is illegal.*" Section L.122-5 of said code authorizes only "*copies or reproductions strictly reserved for the use of the copier and not intended for any collective use*" and "*analyses and short quotations,*" "*provided that the name of the author and the source are clearly indicated.*" Regardless of the method used, any unauthorized display or reproduction which violates applicable legislation constitutes an infringement that is punishable under Sections L.335-2 and L.335-3 of France's Intellectual Property Code. The Participant may be held liable in the event of any unauthorized use of the speeches and/or documents distributed or given out during the Event.
- 6.2. The Participant is hereby informed that Europa may have cause to take pictures and/or shoot films in connection with the Event. Except where he or she has expressly stated otherwise, the Participant authorizes Europa to take his or her picture or film him or her in connection with the Event and to distribute and reproduce such images in all formats as part of the promotion of the Event.
- 6.3. The speakers alone are responsible for any statements they make during the Event. It is the responsibility of the Participants to verify the relevance of the opinions/recommendations made by the speakers, in particular from a medical perspective. Europa will not be liable, directly or indirectly, for any damages or losses caused by or arising from the information conveyed or the presentations given during Events.

## **7. CONFIDENTIALITY - DATA PRIVACY AND PROTECTION**

- 7.1. The data and information collected during registration are processed using computers in order to better manage the registration (in particular, to send documents relating to the registration and, whenever necessary, to enter into contact when there are changes to an Event). To this end, Europa has filed a declaration with the CNIL, France's Data Privacy and Protection Commission, under number 886578. Europa will ensure that all information and data collected is treated as confidential. Such data is not disclosed to any business partners or to third parties, except where the Participant has given his or her express prior authorization.
- 7.2. Europa can use information and data collected in the future to market services to the Participant and to keep the Participant informed about products, services and Events marketed by Europa. The Participant can always ask not to receive such solicitations.
- 7.3. Pursuant to France's Data Privacy and Protection Act of January 6, 1978, amended in 2004, the Participant has the right to gain access and to correct his or her personal data. Such right can be exercised by emailing a request to [inscriptions@europa-organisation.com](mailto:inscriptions@europa-organisation.com). The Participant can also, for legitimate reasons, ask for his or her personal data not to be processed by sending a request to the same email address.

## 8. MISCELLANEOUS TERMS AND CONDITIONS

- 8.1. These Terms and Conditions of Sale are governed by the laws of France.
- 8.2. These Terms and Conditions of Sale replace and supersede the previous Terms and Conditions of a prior date.
- 8.3. If any provision of these Terms and Conditions of Sale is held to be invalid by virtue of any present or future statutory or regulatory provision, or a court order that is final and not subject to appeal and from a court or public body, the provision in question will be considered as nonexistent. The other provisions these Terms and Conditions of Sale will remain in full force and binding on the Parties.

### Standard Cancellation Form

I/We hereby notify you that I/we am/are hereby cancel the contract for the sale of the service/product described below:

- ordered on \_\_\_\_\_ *[date the order was placed to be completed by the Participant]* /
- received on \_\_\_\_\_ *[date the product was received to be completed by the Participant]*
- order reference number: order number \_\_\_\_\_ *[reference to be completed by the Participant]*
- product name: \_\_\_\_\_ *[product name to be completed by the Participant]*

Name of the consumer(s) : \_\_\_\_\_ *[name to be completed]*  
 Address of the consumer(s): \_\_\_\_\_ *[address to be completed]*

Date: \_\_\_\_\_ *[date to be completed by the Participant]*

Signature of the consumer(s)\* – only of this form is sent by mail: