

## **GENERAL TERMS AND CONDITIONS**

### **Definitions**

K.I.T. Group GmbH Association and Conference Management (hereafter referred to as "K.I.T. Group") is the Professional Congress Organizer (PCO) of the EORNA Virtual Congress 2021, May 27 – 29, 2021 (hereafter referred to as the "EORNA Virtual Congress 2021").

The European Operating Room Nurses Association (hereinafter referred to as "EORNA"), a non-profit, scientific organisation and the host of EORNA Virtual Congress 2021, has appointed K.I.T. Group GmbH, Kurfürstendamm 71, 10709 Berlin, Germany as the conference organizer. Both entities are hereinafter referred to each as the "organizer" or jointly as the "organizers".

K.I.T. Group is the administrative organizer of the event and provides the Conference Secretariat (staff and technical infrastructure). Core tasks include the operation of the registration services, abstract management, sponsorship opportunities and exhibition management.

The following General Terms and Conditions apply to all services provided by K.I.T. Group GmbH on behalf of EORNA for the purpose of holding the EORNA Virtual Congress 2021.

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### **General Terms and Conditions for Registration**

These General Terms and Conditions are valid for each attendee registered for the EORNA Virtual Congress 2021. Any registered person is considered an attendee. These General Terms and Conditions are also binding for all group registrations.

To be eligible to register for the EORNA Virtual Congress 2021, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.

Only fully completed online registration forms will be accepted. The registration fee is based on the date of the receipt of the completed online registration as well as the payment in full. The registration will only be confirmed upon receipt of payment in full.

The registration fee for regular attendees includes access to the entire virtual event platform including all areas.

The organizers reserve the right to refuse any registration. A claim for participation in the event is excluded. If the maximum attendee capacity is reached, the organizers reserve the right to refuse any registration.

### **Group Registration**

Registrations for ten or more persons will be handled separately as a group booking. Please contact the EORNA Congress Secretariat ([eorna-registration@kit-group.org](mailto:eorna-registration@kit-group.org)). There is no discount for group registrations available.

The EORNA Congress Secretariat shall not be held responsible for the double booking of an individual participant or group made by another company or organisation.

A payment order will be sent by email to the group manager once the EORNA Congress Secretariat has received the fully completed registration form. Payment for the group registration shall be transferred immediately upon receipt of the payment order. A final registration invoice shall be issued and sent to the group manager after the conference.

The EORNA Congress Secretariat will provide the group manager with information on how to communicate the names of their group members. Individual data of each group member such as first name, last name, individual email address and postal address must be provided.

### **Methods of Payment**

Payment is required at the time of registration. It can be made in EUR only, using one of the following methods:

1. Credit card (Visa, MasterCard, Amex): Attendees should complete the relevant section of the registration form.

2. Bank transfer: Payment is only possible until May 20, 2021 and should be made in EUR to:

K.I.T. Group GmbH,  
Commerzbank AG, Kurfürstendamm 237, 10719 Berlin, Germany

Bank Sorting Code: 100 800 00  
K.I.T. Account Number: 0 514 001 802  
SWIFT-CODE: DRESDEFF100  
IBAN: DE 2310 0800 0005 1400 1802  
Reference: D21060, Participant number, Name, EORNA 2021

Please note that all transfer costs must be prepaid by the transmitter. Incomplete or partial payments will not be accepted. Cheques will not be accepted.

### **Letter of Confirmation/Invoice**

A registration confirmation/invoice incl. payment receipt will be sent by email once the EORNA Congress Secretariat has received the fully completed registration form and the related payment.

### **Certificate of Attendance**

A Certificate of Attendance for all regular attendees will be provided after participation in the EORNA Virtual Congress 2021. Each participant will be tracked during their online participation in order to be able to receive the certificate after the congress.

### **Registration Cancellation Policy**

The registration fee is non-refundable. There will be no refund for registrations, which were paid for and cancelled or not used.

### **Modification of the Conference Program**

The conference program is published as an indication only and may be subject to modification at any time in terms of time, location, theme, and content (in particular to the program schedule, the appointment and/or selection of speakers, the technical environment, programme duration, etc.) The attendee has no claim to the staging of a particular event, to a particular event duration or to the provision of a particular content. Changes to the programme do neither constitute a right of withdrawal nor refund claim on the part of the persons registered, provided the character of the event as a specialist event in the specified subject area is not affected by the changes.

### **Cancellation of the EORNA Virtual Congress 2021, Force Majeure**

If the event cannot take place or has to be postponed due to events beyond the control of K.I.T. Group and/or its client EORNA (force majeure) or due to events that cannot be attributed to intent or gross negligence on the part of K.I.T. Group and/or its client EORNA, each or both of the aforementioned shall be released from their obligation to perform to this extent. Neither K.I.T. Group nor its client EORNA can be held liable by attendees for any damage, costs or losses incurred, such as transport costs, accommodation costs, financial losses, etc.

In case of postponement and/or cancellation of the event, K.I.T. Group - on behalf of EORNA - reserves the right to either retain the entire registration fee and use it for a future EORNA congress or to refund the registration fee to the attendee on a pro rata basis after deduction of the costs already incurred for the organisation of the EORNA Virtual Congress 2021 which could not be recovered from third parties.

### **Connectivity or technical issues**

Attendees acknowledge that it is their responsibility to ensure a secure and stable internet connection, compatible operating system requirements and that their web browser is up to date to avoid connectivity or other technical issues when participating in the EORNA Virtual Congress 2021. K.I.T. Group will use its reasonable best efforts in providing access to the EORNA Virtual Congress 2021 through third party channels. If an attendee encounters connectivity issues due to a weak internet connection, incompatible operating system requirements or inappropriate web browser settings, the attendee acknowledges that K.I.T. Group is not liable. K.I.T. Group will also not be liable in the event of an interruption of connection or connectivity issues due to a case of "Force Majeure" or to any interruption and/or malfunction of connection or any other connectivity issues attributable to the chosen third party network operator and/or service provider.

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### **Data Protection, Conference Tool and Sharing of Contact Details**

#### **Processing of credit card data**

When registering, the attendee will be asked to fill in the online form and provide his/her full name, address, e-mail address and telephone number. The information collected above is required to process and complete the registration (including sending a confirmation e-mail of the booking). If the attendee chooses to pay for the booking(s) by credit card, credit card information (e.g. credit card type and number, CVC code, expiry date, name of the credit card holder) will also be collected.

All data will be stored and processed in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG). The payment service of Concardis GmbH, Helfmann-Park 7, 65760 Eschborn, Germany, is used for data processing within the scope of the payment procedure for credit card use.

#### **Conference Tool**

At EORNA Virtual Congress 2021 a digital conference platform tool may be implemented and used. Before using the digital conference platform tool, each attendee will be informed about her or his data protection rights. For details on data processing, please refer to the [privacy policy](#).

Each attendee who registers at the Conference agrees to the use and application of the congress platform. The use of the conference platform tool becomes part of the contract and is insofar a prerequisite for participation in the conference.

When using the conference platform tool, data transfer of personal data to the USA occurs as a result of data processing. Data transmission to the US is based on the Standard Contractual Clauses (SCC) of the European Commission. Details can be found [here](#).

The Conference Secretariat has entered into a data processing agreement with the service partner of the conference platform tool and implement the strict provisions of the German data protection agencies to the fullest when using the conference platform tool.

#### **Passing on of contact data**

The processing of all personal data (including the collection, storage, use, treatment, modification, transmission, blocking and deletion of data) is carried out by the Organizers in accordance with the General data protection regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG).

The processing of personal data, in particular the forwarding of participants' contact details to third parties, is subject to the strict restrictions of the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG). Contact data is only transmitted in accordance with Art. 6 Sec. 1 lit a-f GDPR if: (a) express consent, (b) performance or conclusion of a contract, (c) fulfilment of a legal obligation, (d) protection of vital interests of the data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of the data controller and balancing of interests.

#### **Further information on data protection**

Further information on data protection (in particular on the rights as a data subject to information, objection, revocation of consent, blocking and deletion of personal data) can be found in the [privacy policy](#). Personal data will only be stored within the scope of the statutory storage obligations. For data protection enquiries, please contact the data protection officer of K.I.T. Group (e-mail [datenschutz@messe-berlin.de](mailto:datenschutz@messe-berlin.de)).

#### **Intellectual Property Rights**

All content (trademarks, brands, copyrights, etc.) displayed at the EORNA Virtual Congress 2021 remain the property of their respective owners and are used for identification purposes only. The content and compilations published by the providers at the digital congress platform and/or on the event website are subject to the applicable copyright laws. The reproduction, editing, distribution, sharing and/or any kind of exploitation outside the limits of the applicable copyright laws require the written consent of the respective author and/or creator.

Downloads and copies of information, documents, files, presentations, and other content shared are only permitted if explicitly marked and solely for private use. The commercial use of content is prohibited without the consent of the author/creator. Insofar as the content on the event platform website has not been created by the organizer, the copyrights of third parties will be observed. Contributions of third parties are marked as such on the event platform website. Should a copyright infringement nevertheless occur, the organisers require a corresponding notice. The relevant content will then be removed immediately.

#### **Liability**

The conference organizers shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the conference organizers - for whatever legal reason - shall be limited to intent and gross negligence.

To the extent permitted by applicable law, K.I.T. Group, including all its management, representatives, fully or partially employed staff, and/or the Executive Committee of EORNA shall not be liable for any direct, indirect or consequential damages of any kind, loss of profits and/or loss of data arising from and in connection with the access and use of the platform and the participation in the EORNA Virtual Congress 2021. The liability of commissioned service providers shall remain unaffected by this.

The attendee shall take part in the EORNA Virtual Congress 2021 at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organizers.

The Organizers do not warrant the adequacy, accuracy and/or completeness of any information conveyed during the EORNA Virtual Congress 2021 and published on the platform.

The Organizers do not guarantee uninterrupted and/or error-free access to the platform of EORNA Virtual Congress 2021. The Organizers endeavours to fix such interruptions as fast as possible. In all other respects, the regulations from the Connectivity or technical issues section apply.

#### **Applicable law, place of jurisdiction**

German law shall apply to the exclusion of the UN Sales Convention. As far as legally permissible, Berlin is agreed as place of jurisdiction.

**Severability Clause**

If there is a determination of these Terms and Conditions to be ineffective or impracticable, then the validity of the Terms and Conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

**Right of modification**

The Organizers may make changes and/or additions to these General Terms and Conditions at any time. The attendees will be informed of such revisions from time to time. If the changes and/or amendments concern essential parts of the contract and if the rights of the attendees are substantially changed as a result, each attendee with an existing and paid registration will be informed separately with the possibility of consent.

As of 4 March, 2021