

## **GENERAL TERMS AND CONDITIONS**

### **Introduction**

K.I.T. Group Switzerland AG (hereinafter K.I.T. Group) is the Professional Congress Organizer (PCO) of the 39<sup>th</sup> Annual ESRA Congress on June 22-25, 2022 (hereafter referred to as "ESRA 2022" or "Congress"), hosted by the European Society of Regional Anaesthesia & Pain Therapy (hereinafter "ESRA"). ESRA 2022 will be held in Thessaloniki, Greece.

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

ESRA is a non-profit, scientific organization.

Both entities are hereinafter referred to as the "organizer" or jointly as the "organizers". The following General Terms and Conditions apply to all services provided by K.I.T. Group Switzerland AG and its affiliated K.I.T. Group GmbH, Berlin, Germany.

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

These General Terms and Conditions are valid for each attendee registered for ESRA 2022. Any registered person is considered an attendee. These General Terms and Conditions are also binding for all group registrations.

### **ESRA 2022 Congress Registration**

The registration dates are as follows:

<i>Early registration</i>	<i>Until April 18, 2022, 24:00 CET</i>
<i>Late registration</i>	<i>From April 19, 2022 and until June 21, 2022</i>
<i>Onsite registration</i>	<i>From June 22, 2022</i>

We recommend finalizing **individual** registrations on June 20, 2022 at the latest, via the online form to guarantee a smooth participation at ESRA 2022.

To be eligible to register for ESRA 2022, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.

Only fully completed 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 in accordance with the deadlines mentioned above. Should a deadline be missed, the next applicable fee will be charged automatically. The registration will only be confirmed upon receipt of payment in full.

The registration fee for regular attendees (ESRA / sisters societies members, non-members, trainees, students, fellows, nurses, residents or other healthcare professionals), speakers and media representative includes:

Participation in all Scientific Sessions (excluding hands-on workshops: clinical and cadaver and Luncheon sessions)

- Printed material of the Congress
- Access to the Exhibition Area
- Invitation to the Welcome Session, Networking Reception and Farewell Reception
- Refreshments as per Timetable
- Free access to the ESRA Academy full content (1 month from the Congress start for non-members and unlimited for members)
- Congress App

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

### **Reduced Registration Categories**

To benefit from the **ESRA Member Registration Fee**, a membership must be valid for both the time of registration **AND** during the Congress. Please make sure to apply for or to renew your membership if necessary.

Otherwise, the ESRA 2022 Registration Department reserves the right to change the registration fee to the higher non-member fee.

**To benefit from the reduced fee, the ESRA 2022 Registration Department may request a proof of profession or occupation. You will receive a separate email if needed. The following proofs may be required:**

To be able to register as a **student, fellow or trainee**, you must present proof of full-time enrollment at a recognized university or college for both the time of registration and during the Congress.

To be able to register as **other healthcare professional** a supporting letter with business letterhead, signature and stamp from your Head of Department is required describing your status for both the time of the registration and for the time of the Congress. Alternatively, you can submit a copy of your registration or practicing certificate or an ID from your institution if your profession is stipulated on it.

To register as a **media representative**, there is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press card.

### **Group Registration**

Registrations for ten or more persons will be handled separately as a group booking. Please contact the ESRA 2022 Registration Department at [esra-registration@kit-group.org](mailto:esra-registration@kit-group.org). There is no discount available for group registrations.

The ESRA 2022 Registration Department shall not be held responsible for the double booking of an individual attendee or group made by another company or organization.

A payment order will be sent by email to the group manager once the ESRA 2022 Registration Department has received the fully completed registration form. **For group registrations, only bank transfer payment will be accepted** 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 Congress.

The ESRA 2022 Registration Department 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. The deadline to submit the information of each group member is always the next upcoming registration deadline.

Group requests will be considered until June 12, 2022, 24:00 CET (names, required attendee data and payment in full must be made until June 12, 2022) to guarantee a smooth procedure. After that date, only individual online registration will be possible.

### **Methods of Payment**

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

1. Credit card (Visa, MasterCard): attendees should complete the relevant section of the registration form. Credit card fees may apply depending on your financial service provider.

2. Bank transfer (additional 30 EUR handling fee is required): payment should be made in EUR until June 15, 2022 to:

Account Holder:	European Society of Regional Anaesthesia & Pain Therapy (ESRA)
Bank Name:	KBC Bank NV
	Havenlaan 2, 1080 Brussels, Belgium
SWIFT Code:	KREDBEBB
IBAN:	BE19 7360 6543 1012
Reference:	Attendee Name, Participant Number, ESRA 2022

Please note that all transfer costs and additional 30 EUR handling fee must be prepaid by the transmitter. Cheques will not be accepted.

For group registrations, only bank transfer payment will be accepted.

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

A registration confirmation/invoice incl. payment receipt will be sent by email once the ESRA 2022 Registration Department has received the fully completed registration form, the related payment and proof of status if necessary.

### **Certificate of Attendance**

A Certificate of Attendance and a Continuing Medical Education (CME) Credit Statement for all regular attendees will be provided after participation in the ESRA 2022.

Each medical specialist should claim the recognition of the UEMS/EACCME credits at his/her own CME National Authority. The aim of the CME system is to assure a high level of theoretical and clinical competences throughout medical specialists' working lives. The UEMS/EACCME Accreditation Committee guarantees that the CME programs are of a high scientific and educational standard.

### **Registration Category Change**

A handling fee of 30 EUR will be charged for registration type changes. If there is a change to the reduced fee, the ESRA 2022 Registration Department may request a proof of profession or occupation. An ESRA Member must be a member in good standing (i.e. full payment received, possible proofs submitted, etc.) before completing the registration process to be eligible for a Member rate or eligible to claim the registration change (must be submitted before June 15, 2022).

Refund requests will be processed after the Congress only. They must be made in writing and sent to the ESRA 2022 Registration Department by email. Refunds will be credited only to person / entity who / which paid the original registration.

### **Registration Name Change**

A handling fee of 30 EUR will be charged for every name change to an existing Congress registration. A new registration form for the substitute attendee should be submitted before June 15, 2022, as well as a proof for the reduced fee if applicable. After this date, name changes will no longer be accepted.

## **Registration Cancellation Policy**

Notification of cancellation must be made in writing and sent to the ESRA 2022 Registration Department by email to [esra-registration@kit-group.org](mailto:esra-registration@kit-group.org). The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.

If the written notification of cancellation is received until May 11, 2022, 100% of the paid registration fee will be refunded. If the written notification of cancellation is received after that date but before June 6, 2022, 50% of the paid registration fee will be refunded. No refunds will be made for cancellations received after June 6, 2022.

Refund requests will be processed after the Congress only. They must be made in writing and sent to the ESRA 2022 Registration Department by email to [esra-registration@kit-group.org](mailto:esra-registration@kit-group.org) no later than June 30, 2022. Refund requests received after this date will not be processed.

Early termination of attendance will not entitle to any refund. Refunds will be credited only to the person/entity who/which has paid for the corresponding registration. Reimbursement to or for the benefit of third parties is excluded.

## **Modification of the Congress Programme**

The Congress programme 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 programme 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 speaker and/or 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 ESRA 2022 Congress**

In the event that ESRA 2022 cannot be held or is postponed due to events beyond the control of the organizer (force majeure) or for events for which neither party can be held responsible for or due to events which are not attributable to wrongful intent or gross negligence of the organizer, neither the organizer nor indirectly its client ESRA can be held liable by attendees for any damages or financial losses incurred.

Under these circumstances, the organizer reserves the right to either retain the entire registration fee and to use it for a future ESRA Congress, or to reimburse the attendee after deducting a handling fee of EUR 30.

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## **Data Protection; Congress Tool; Intellectual Property Rights; Limitation of liability; Applicable law, place of jurisdiction; Requirement of written form; Severability clause; Right of modification**

### **Data Protection**

During the registration process and the execution of the Congress the personal data of each attendee is processed. All personal data will be processed in accordance with the applicable national data protection regulations and in particular the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG).

Personal data will not be forwarded to a third party unless in accordance with Art. 6 Sec. 1 lit a-f GDPR: (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.

In the course of participation in the Congress, personal data may be processed by companies based in third countries outside the European Union. The attendee consents to such data processing insofar as it is necessary for his participation and the full use of the congress services.

For further details on data processing, your rights about information and access to personal data and how to contact the Data protection officer, please refer to the [privacy policy](#).

### **Intellectual Property Rights**

All content (trademarks, brands, copyrights, etc.) displayed at the Congress 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 organizers require a corresponding notice. The relevant content will then be removed immediately.

### **Limitation of liability**

The organiser shall be liable for damages caused intentionally or through gross negligence by the organiser, its legal representative, executive employees or vicarious agents, irrespective of the legal grounds.

The organiser shall be liable for damages in the event of simple negligence, subject to statutory limitations of liability (for example, care in one's own affairs), only

- a. for damages arising from injury to life, body or health
- b. for damages arising from the breach of an essential contractual obligation. "Material contractual obligations" are those obligations the fulfilment of which makes the proper performance of this contractual relationship possible in the first place and on the observance of which the respective other contractual party may regularly rely. In the event of a breach of material contractual obligations, the Organiser's liability for damages in cases of simple negligence shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the contract.

Insofar as the Organiser's liability is excluded or limited, this shall also apply to the Organiser's vicarious agents and legal representatives.

The above exclusions and limitations of liability do not apply in the event of culpable or negligent injury to the life, limb or health of persons or in the event of the express assurance of characteristics and in accordance with the Product Liability Act.

### **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.

### **Requirement of written form**

Oral agreements have not been made. Changes and/or additions to these terms and conditions must be made in writing to be effective. This also applies to the waiver of the requirement of the written form.

### **Severability clause**

Should individually provisions of these General Terms and Conditions of Business be and/or become invalid and/or impracticable, the remaining provisions shall not be affected thereby. Rather, the parties undertake to replace the ineffective and/or impracticable provisions with legally valid and/or practicable provisions which correspond to the ineffective and/or impracticable ones in economic terms. This also applies to any loopholes.

**Right of modification**

The organisers 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 December 2021