

GENERAL TERMS AND CONDITIONS

Definitions

K.I.T. Group Switzerland AG (hereinafter K.I.T. Group) is the Professional Conference Organizer (PCO) of the ESRA 2021 Virtual Conference September 8 – 10, 2021 (hereafter referred to as the "ESRA 2021"), hosted by the European Society of Regional Anaesthesia & Pain Therapy (hereinafter "ESRA"). ESRA 2021 will be fully held as a virtual conference.

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.

ESRA is a non-profit, scientific organization.

Both entities are hereinafter referred to each 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.

General Terms and Conditions for Registration

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

ESRA 2021 Virtual Conference Registration

The registration deadlines are as follows:

<i>Early registration</i>	<i>until July 20, 2021, 24:00 CET</i>
<i>Late registration</i>	<i>From July 21, 2021</i>

We recommend finalizing **individual** registrations latest August 25, 2021 via the online form to guarantee a smooth participation at ESRA 2021.

To be eligible to register for ESRA 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 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 one 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 members, non-members, students, fellows, trainees, nurses, educators, or other healthcare professionals), speakers and media representative, includes access to the entire virtual event platform including the scientific sessions, the virtual industry hub and the ePosters.

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

Reduced Registration Categories

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

Otherwise, the ESRA 2021 Registration Department reserves the right to change the registration fee to the higher non-member fee.

To benefit from the reduced fee, the ESRA 2021 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 conference.

To be able to register as **an educator, or 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 conference. 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 2021 Registration Department at esra-registration@kit-group.org. There is no discount for group registrations available.

The ESRA 2021 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 2021 Registration Department 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 ESRA 2021 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. New group requests will be considered until August 25, 2021, 24:00 CET (names, required attendee data and payment in full must be made until August 25, 2021) 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 can be made in EUR only, 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: payment should be made in EURO until 25 August 2021 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
Bank Sorting Code:	
Reference:	Attendee Name, Participant Number, ESRA 2021

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

Letter of Confirmation/Invoice

A registration confirmation/invoice incl. payment receipt will be sent by email once the ESRA 2021 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 2021.

Each attendee will be tracked during his/her online participation to be able to award CME credits, hence it is important that you allow cookies from your browser. CME credits will be awarded depending on the time spent on the ESRA 2021 live session program (industry program excluded). Please have a look at www.esra2021.com to find out how many CME credits will be allocated to the ESRA 2021 scientific program. 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 2021 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 August 25, 2021).

Refund requests will be processed after the conference only. They must be made in writing and sent to the ESRA 2021 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 conference registration. A new registration form for the substitute attendee should be submitted before August 25, 2021, 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 2021 Registration Department by email to 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 20 July 2021, 100% of the paid registration fee will be refunded. If the written notification of cancellation is received after that date but before 25 August 2021, 50% of the paid registration fee will be refunded. No refunds will be made for cancellations received after 25 August 2021.

Refund requests will be processed after the Virtual Congress only. They must be made in writing and sent to the ESRA 2021 Registration Department by email to esra-registration@kit-group.org no later than 15 October 2021. 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.

Modification of the Conference Program

The conference organizers reserve the right to modify the program, which is published as an indication only. There is no claim against the organizer for the implementation of announced or individual program components.

No refunds will be granted in case the program changes (including change of speakers, modification of topic, etc.).

Cancellation of the ESRA 2021 Virtual Conference

In the event that ESRA 2021 cannot be held or is postponed due to events beyond the control of K.I.T. Group (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 K.I.T. Group, neither K.I.T. Group nor indirectly its client ESRA can be held liable by attendees for any damages or financial losses incurred.

Under these circumstances, K.I.T. Group reserves the right to either retain the entire registration fee and to use it for a future ESRA conference, or to reimburse the attendee after deducting costs already incurred for the organization of ESRA 2021 and which could not be recovered from third parties.

Connectivity or technical issues

The attendee acknowledges that it is his/her responsibility to ensure a secure and stable internet connection, compatible operating system requirements and that his/her web browser is up to date in order to avoid connectivity or other technical issues when participating in ESRA 2021. K.I.T. Group will use its reasonable best efforts in providing access to the ESRA 2021 through third party channels. In the event that the 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 attributable to a third party's network operators.

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 the Conference a digital conference platform tool will be implemented and used. Before using the digital conference platform tool, you will be informed about your 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 Conference platform. The use of the conference platform tool becomes part of the contract and is insofar a prerequisite for participation in the conference.

According to the current processing status, a data transfer of personal data to the US can be assumed. Data transmission to the US is based on the Standard Contractual Clauses (SCC) of the European Commission. Details can be found [here](#).

The organizer 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 attendees' 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 (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).

Intellectual Property Rights

All content (trademarks, brands, copyrights, etc.) displayed at the Conference 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 Conference 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.

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, the Major Officers of ESRA and K.I.T. Group, including all of its management, representatives, fully or partially employed staff, 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 ESRA 2021. The liability of commissioned service providers shall remain unaffected by this.

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

ESRA and K.I.T. Group do not warrant the adequacy, accuracy and/or completeness of any information conveyed during ESRA 2021 and published on the platform.

ESRA and K.I.T. Group do not guarantee uninterrupted and/or error-free access to the platform of ESRA 2021. ESRA and K.I.T. Group endeavours to fix such interruptions as fast as possible.

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.

As of 29 March, 2021