

General Terms and Conditions

Definitions

K.I.T. Group GmbH Association & Forum Management is the Professional Congress Organiser (PCO) of the 16th European Forum for Industrial Biotechnology and the Bioeconomy (hereafter referred to as the "Forum"), to be held in Rotterdam, The Netherlands on 24-25 October, 2023. The Forum will be held onsite.

The PCO, hereafter referred to as the Forum Secretariat, is the administrative Organiser of the event and provides the Forum Secretariat (staff and technical infrastructure). Core tasks include the operation of the registration services, sponsorship opportunities and exhibition management.

The European Association for Bioindustries (hereinafter referred to as EuropaBio) represents corporate and associate members across sectors, plus national and regional biotechnology associations. Both entities are hereinafter referred to each as the "Organiser" or jointly as the "Organisers".

The following General Terms and Conditions apply to all services provided by K.I.T. Group GmbH, with headquarters in Berlin, Germany.

These general terms and conditions are valid for each attendee registered for the Forum. Any person, delegate, allied professional, student, media representative, speaker, or exhibitor may be considered an attendee.

Forum registration

The registration deadlines are as follows:

Early registration deadline:	July 27, 2023, 23:59 CEST Time
Standard registration deadline:	Starting July 28, 2023, 00:00 CEST Time

Only fully completed registrations will be accepted. The registration fee is based on the date of receipt of registration and payment in full in accordance with the deadlines mentioned above. Should a deadline be missed, the next valid registration fee is applicable. Registration will only be confirmed upon receipt of payment in full.

Registration fee

The registration fee for regular delegates includes entry to all official Forum sessions, the exhibition area, the Pre-EFIB cocktail and the EFIB networking event.

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

Should the maximum attendee capacity be reached, the Organiser reserves the right to refuse any registration.

Press registration

Press registration is free of charge once proof of eligibility has been provided (official and valid press card).

Group registration

Registrations for more than 10 (ten) persons will be handled separately as a group booking. Please contact the Forum Secretariat at registration@efibforum.com

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

A payment order will be sent by email to the group manager once the Forum 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 Forum.

The Forum 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. Please note that group members will only be considered as fully registered once the requested personal details have been provided. If we do not receive the requested details, group members will not receive a certificate of attendance. The certificate of attendance will be sent by email to the individual email address of each group member after the Forum. The deadline to submit the information of each group member is October 3, 2023. Until this date, name changes are free of charge. After this date, a name change fee of EUR 30 excl. taxes applies.

Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for onsite registration. There will be no refund for paid and unused badges/registrations.

Forum material for onsite attendees

Provided that the registration form and full payment are received no later than the standard registration deadline, a Forum material shall be included in the onsite registration fee for regular delegates speakers and media representatives. Should the registration form and/or full payment be received after the standard registration deadline, the Forum Secretariat cannot guarantee that Forum material will be available. All Forum material will be handed out onsite at the Forum material counter.

Methods of payment

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

1. Credit card (Visa and Master/Eurocard): Attendees should complete the relevant section of the registration form.
2. Bank transfer: Payment should be made in EUR to:

Account Holder: K.I.T. Group GmbH

Bank: Commerzbank, Kurfürstendamm 237, 10719 Berlin, Germany

Bank Sort Code: 100 800 00

K.I.T. Account Number: 0514001804

SWIFT-CODE: DRESDEFF100

IBAN: DE66 1008 0000 0514 0018 04

Reference: Attendee number, last name and EFIB 2023

Please note that all transfer costs shall be prepaid by the sender.
Cheques will not be accepted.

Letter of confirmation/payment receipt

A letter of confirmation/payment receipt will be sent by email once the Forum Secretariat has received the fully completed registration form and the related payment. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration and payment.

Letter of invitation

In order to receive a letter of invitation, attendees must first register to the Forum and submit payment in full. Individuals requiring an official letter of invitation can contact the Forum Secretariat by sending an email to registration@efibforum.com.

The letter of invitation shall not financially obligate the Forum Organiser in any way, nor shall it guarantee that the attendee will receive a visa automatically. All expenses incurred in relation to the Forum shall be the sole responsibility of the attendee.

Visa requirements

It shall be the sole responsibility of attendees to take care of their visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

The Forum Organiser will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of EUR 50 will be refunded after the Forum if the visa was applied for on time and an official proof from the embassy confirming that a visa could not be granted is forwarded to the Forum Secretariat no later than 30 days after the Forum (November 24, 2023).

Registration name change

A handling fee of EUR 30 shall be charged for every name change to an existing Forum registration. A new registration form for the substitute attendee should NOT be submitted. Name changes will only be accepted by email indicating the new and old names, the new contact details (address and email), as well as proof of reduced registrations fees, if applicable.

Lost name badge for onsite attendees

The name badge shall be worn at all times during the Forum. Access to the Forum facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a handling fee of EUR 50 will be charged for a new badge.

Registration cancellation policy

Notification of cancellation shall be made in writing and sent to the Forum Secretariat by sending an email to registration@efibforum.com. The notification shall 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 before the early registration deadline (July 27, 2023, 23:59 CEST Time), 50% of the paid registration fee will be refunded. No refunds will be made for cancellations received after this date.

Refund requests will be processed after the Forum only. They shall be made in writing and sent to the Forum Secretariat by email no later than 30 days after the Forum (November 23, 2023, 23:59 CEST Time). No refund request will be processed after this date.

Credit will not be given for unattended events or early termination of attendance.

Modification of the Forum programme

The Forum 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 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 Forum, 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 EuropaBio (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 EuropaBio, 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 EuropaBio 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 EuropaBio – reserves the right to either retain the entire registration fee and use it for a future Forum 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 Forum which could not be recovered from third parties.

Data Protection, Forum Tool and sharing of contact details

During the registration process and the execution of the Forum 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 Forum, personal data may be processed by companies based in third countries without adequacy decision by the European Union Commission. The attendee consents to such data processing insofar as it is necessary for his participation and the full use of the Forum services, although the assertion of rights under data protection law and powers of appeal may be limited or made more difficult.

For further details on data processing, your rights as a data subject to information, objection, revocation of consent, blocking and deletion of personal data as well as access to personal data and how to contact the data protection officer, please refer to privacy policy (<https://efibforum.com/privacy-policy/>).

Intellectual Property Rights

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

Film, photo and video recordings

The Organiser will create image, film and audio recordings related during the Forum for educational purpose. This material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram, LinkedIn) about the event without entitlement to remuneration. The attendee explicitly gives their consent to the use of their images captured at the event for publications and communications relating to the event according to the effective law. You can withdraw your consent at any time by contacting the Forum Secretariat.

Indemnification for copyright infringement

The attendee confirms that any Forum-related use or exploitation of works and/or materials employed or used by him/her in connection with an activity or on the occasion of participation in such an activity (i.e., lecture, presentation, moderation and/or other contributions, etc.) is done lawfully and in particular in compliance with all applicable copyright protection regulations and in recognition of all rights of third parties.

The attendee further confirms that the above assurance also extends to the documentation of the event and public reporting by means such as photography, filming and recording as described above. The attendee/presenter shall indemnify and hold harmless the Organiser and/or the hosting party from any claims, liability, loss or expense (including attorneys' fees as legally permissible) arising out of any breach of the foregoing representations.

The Forum website and its use

Unless otherwise expressly stated or evident from the circumstances, all content displayed on the Forum website is the property of the Organiser. Each attendee with completed and confirmed registration is entitled to view any part of the Forum website and to copy or download content, provided it is used exclusively for personal or non-commercial use and third-party rights are not opposed. Any other reproduction of the contents of the Forum website requires in any case the permission of the Organiser.

Viruses or other technical malfunctions; blocking of access; disclaimer of warranty

All reasonable efforts will be made to ensure that downloadable content is free of viruses. The Organiser cannot accept liability for any damages resulting from viruses affecting third party computer systems that originate from this website and/or any digital event platform. The Organiser cannot guarantee trouble-free use of the Forum website and/or any digital event platform. Any claims for damages in this regard are excluded.

Access to the Forum website, the associated digital offers and/or any digital event platform can be blocked temporarily or permanently if there are concrete indications that the attendee is violating or has violated these GTC and/or applicable law or if the Organiser has another justified, substantial interest in blocking access. When deciding on a blocking, the legitimate interests of the attendee will be taken into account appropriately.

The Organiser does not guarantee the adequacy, accuracy and/or completeness of information published in connection with the Forum. Furthermore, the Organiser does not guarantee uninterrupted and/or error-free access to the Forum websites. The Organiser shall endeavour to remedy such interruptions as quickly as possible using economically reasonable means. In all other respects, the regulations from the area of connectivity or technical issues apply.

Limitation of liability

The Organiser is liable for intent and gross negligence.

The Organiser shall be liable for wilful misconduct or gross negligence. For simple negligence the Organiser shall be liable only in case of violation of an obligation the compliance with which is as essential prerequisite for orderly performance of this Agreement and on the due performance of which the counterpart can reasonably rely (so-called "key obligations"). Apart therefrom, the Organizer does not assume any liability for losses of any kind, irrespective of the legal basis therefor which shall also include also any pre-contractual liability.

If the Organiser shall be liable for simple negligence as mentioned above, the liability shall be limited to losses the occurrence of which it could have reasonable foreseen based on the situation known upon registration completion.

The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

The above disclaimers apply also to the benefit of employees, agents and other third parties the Organiser has retained for the execution of the registration agreement.

Hygiene and safety regulations; House rules

Attendees are obligated to inform themselves in advance of their participation in the Forum about the currently valid regulations, laws, ordinances and other decrees that apply in connection with health-related situations. In addition, participants are required to comply with the hygiene and safety measures and/or concept enacted by the Forum venue and/or the Forum Organisers.

By entering the venue, each attendee accepts the house rules of the Forum venue, which can be viewed at the registration counter. The attendee is aware that the consumption of food and beverages brought to the Forum is not permitted. In particular, the attendee acknowledges that local dietary restrictions or regulations may limit the catering offered.

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 Organiser 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 March 9, 2023.