

# TERMS & CONDITIONS – CONGRESS REGISTRATION

## Definitions

K.I.T. Group GmbH Association & Conference Management (hereinafter “K.I.T. Group”) is the Professional Conference Organiser (PCO) of the 16th World Conference “Esophagus 2024” (hereafter referred to as the “Congress”), to be held in Strasbourg, France from 23 to 26 April 2024. The Congress will be held onsite.

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

The following general terms and conditions apply to the registration services provided by K.I.T. Group France.

These general terms and conditions are valid for each attendee registered for the Congress. Any person, delegate, student, media representative, speaker, or exhibitor may be considered an attendee. The general terms and conditions are also binding for all group registrations.

## Congress registration

The registration deadlines are as follows:

Early registration deadline:	16 January 2024, 23:59 CEST Time
Regular registration deadline:	16 April 2024, 23:59 CEST Time
On-site registration Deadline	26 April 2024, 23:59 CEST Time

Only fully completed registration forms will be accepted. The registration fee is based on the date of receipt of the registration form 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.

## Onsite registration fee

It will be possible to register onsite at the standard rate.

The respective registration fee for attendees and fellows give access to scientific sessions, the opening ceremony (Tuesday, April 23 – 6:30 pm), the welcoming reception following the opening

ceremony and lunches and refreshments during breaks on April 24, 25 and 26.

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

## Fellows

Are considered as «Fellows» those who are enrolled in an accredited fellowship program and will finish their training before July 1, 2026.

The fellows who fulfil the above requirement qualify for a reduced registration fee. Proof of full-time enrolment at a recognised university or college is required at the time of registration or during the Congress and must be uploaded in the registration platform. If proof cannot be presented, the regular participant registration fees apply.

## Accompanying Person

The respective registration fee for accompanying persons give access to the welcoming reception and the welcoming reception following the opening ceremony.

## Group registration

Registrations for more than 10 (ten) persons will be handled separately as a group booking. If your group is of more than 15 (fifteen) persons, the 16<sup>th</sup> registration is free of charge. Please contact the Congress Secretariat at [oeso-registration@kit-group.org](mailto:oeso-registration@kit-group.org)

The Congress 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 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 Congress.

The 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.

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 neither be allowed to attend the Congress nor

receive any kind of certificate of attendance whatsoever.

The deadline to submit the information of each group member is April 16, 2024. Until this date, name changes are free of charge. After this date, a name change fee of EUR 30 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.

### **Methods of payment**

Payment is required at the time of registration. It is mandatory to 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.

2. Bank transfer (Payment (EUR only) until 15 June 2024 latest):

Account holder: K.I.T. Group France,  
2-4 Rue Joseph Sansboeuf,  
75008 Paris

Bank name: CIC

Bank Sort Code: 30066

K.I.T. Account Number: 00020049701

SWIFT-CODE: CMCIFRPP

IBAN: FR76 3006 6109 3300 0200 4970 115

Reference: OESO, attendee name, attendee number

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 Congress Secretariat has received the fully completed registration form and the related payment.

### **Letter of invitation**

In order to receive a letter of invitation, attendees must first register for the Congress and submit payment in full. Letters of invitation will not be sent after the standard registration deadline.

Individuals requiring an official letter of invitation can contact the Congress Secretariat by sending an email to [oeso-registration@kit-group.org](mailto:oeso-registration@kit-group.org)

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

Congress shall be the sole responsibility of the attendee.

### **Visa requirements**

The attendee is solely responsible for his/her own travel to and from the congress venue, including clarification of entry requirements. The attendee is responsible for clarifying and complying with all visa regulations. K.I.T. Group can neither advise nor act as an intermediary in any form of travel and visa matters.

The registration fee minus a handling fee of EUR 100 will be refunded after the Congress if the visa was applied for on time and official proof from the embassy confirming that a visa could not be granted is forwarded to the Congress Secretariat no later than 30 days after the Congress (May 26, 2024).

### **Lost name badge for onsite attendees**

The name badge shall be worn at all times during the Congress. Access to the congress facilities will not be granted without a proper name badge. If a delegate loses, misplaces, or forgets their name badge, a printer will be at their disposal for a new name badge. Upon handing out the new badge, the lost badge will become invalid.

### **Registration cancellation policy**

Notification of cancellation shall be made in writing and sent to the Congress Secretariat by sending an email to [oeso-registration@kit-group.org](mailto:oeso-registration@kit-group.org). The notification shall include all the relevant information regarding the bank account to which a possible refund may be remitted.

Refunds is possible and will be dealt on a case by case study by the organizing committee.

If the written notification of cancellation is received before 22 March 2024, a handling fee of 15 EUR will be deducted from the refund sum. No refunds will be made for cancellations received after this date.

Refund requests will be processed after the Congress only. They shall be made in writing and sent to the Congress Secretariat by email no later than 30 days after the Congress (May 26, 2024, 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. Refunds will be credited only to the person/entity who/which paid the original 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 a refund claim on the part of the persons registered, provided the character of the event as a special event in the specified subject area is not affected by the changes.

### **Cancellation of the Congress, Force Majeure**

If the event cannot take place or must be postponed due to events beyond the control of K.I.T. Group and/or its client OESO (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 OESO, 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 OESO can be held liable by participants 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 OESO – reserves the right to either retain the entire registration fee and use it for a future OESO conferences 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 Congress which could not be recovered from third parties.

### **Data Protection**

The Organiser processes and uses the participant's personal data, in particular the contact information required for registration, including full name, address, telephone number, and email address. In the case of payment by credit card, credit card details (credit card type and number, security code, expiry date, name of cardholder) will be collected. For the purpose of verification and decision-making on the most suitable payment method, information (e.g. credit rating) from external third-party providers may be used. This information also includes the participant's address. This collection and processing of data are carried out exclusively for the purpose of carrying out the contract, in accordance with the provisions of Article 6 §1b of the EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the so-called GDPR. The data protection statement details this process and is accessible at any time.

In addition, the Organiser may periodically share personal contact details with third parties (e.g., service providers and/or sponsors and exhibitors), who may contact attendees regarding activities offered at the Congress or pass on information that may be of interest to them.

Personal data may be transferred within the limits of Article 6 § 1a-f EU GDPR: a) consent given, b) performance of a contract, c) compliance with a legal obligation, d) safeguarding the vital interests of the data subject or another natural person, e) public interest or exercise of official authority, f) legitimate interests pursued by the controller.

For more information, please refer to the privacy policy.

For any request concerning personal data, please contact us: [france@kit-group.org](mailto:france@kit-group.org).

### **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 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 – if applicable**

The attendee understands that the organiser will create images, film, and audio recordings related to the Congress for educational purposes. This material can be shared and published within public reporting or used on social networks (Facebook, Twitter, LinkedIn) about the event without entitlement to remuneration. The attendee explicitly gives her/his consent to the use of her/his images, voices, and other content captured at the event for publications

and communications relating to the event according to the effective law. In this respect, the attendee waives any remuneration and will not assert any claims for remuneration whatsoever. The attendee can withdraw her/his consent at any time by contacting the Congress Secretariat via email at [oeso-registration@kit-group.org](mailto:oeso-registration@kit-group.org).

#### **Liability**

The congress organisers shall be held liable in the framework of a duty of care as a respectable businessperson according to statutory provisions. The liability of the congress organisers - 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 Governing Board of the IAF 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 Congress. The liability of commissioned service providers shall remain unaffected by this.

The attendee shall take part in the Congress at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the congress organisers.

K.I.T. Group and its client Nantes Université do not warrant the adequacy, accuracy, and/or completeness of any information conveyed during the Congress and published on the platform.

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

French law shall apply to the exclusion of the UN Sales Convention. As far as legally permissible, Paris is agreed upon as the 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 individual 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 that correspond to the

ineffective and/or impracticable ones in economic terms. This also applies to any loopholes.

#### **Right of modification**

K.I.T. Group 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 1<sup>st</sup>, 2023

## **TERMS & CONDITIONS – SOCIAL PROGRAMME**

These terms and conditions are applicable to any registered participant of the 16th World Conference “Esophagus 2024” who wishes to attend the Social Programme. Any person registered as a attendee is considered a potential participant.

The Social Programme which include an touristic activity and traditional dinner on April 24 and a Gala Evening on April 25, are two separate events: The deadline for registration for the Social Programme is midnight, April 16, 2024. Seating availability and seating arrangements are governed by the chronological order of registration.

Participants may register for the Social Programme subject to payment of the dinner fee as defined below, provided that they are properly registered and have paid all registration fees in advance.

Accompanying persons may attend the Social Programme subject to payment of the additional fees as defined below and provided that the participant with whom the accompanying person is attending the Social Programme is properly registered and has paid all registration fees. In addition, the accompanying person's name must be clearly indicated on the participant's registration form.

Generally, only one registration form is required for both the participant and the accompanying person.

#### **Art. 1 - Means of payment**

All payments must be made at the time of registration, before April 16, 2024 at midnight, in

EURO (€) only, using one of the following payment methods:

- If payment is made by credit card (Visa, MasterCard), participants must fill in the relevant parts of the registration form.

- Bank transfer: Payment by bank transfer is possible, but only until 1 June 2024, to the following bank account

Account holder: K.I.T. Group France,  
2-4 Rue Joseph Sansboeuf,  
75008 Paris

Bank name: CIC  
Bank Sort Code: 30066  
K.I.T. Account Number: 00020049701  
SWIFT-CODE: CMCIFRPP  
IBAN: FR76 3006 6109 3300 0200 4970 115  
Reference: OESO, attendee name, attendee number

All bank charges related to the transfer must be paid by the sender.

Cheques are not accepted.

### **Art. 2 - Acknowledgement of payment**

An acknowledgment of receipt/confirmation of payment will be sent by the Organiser upon receipt of the registration and full payment by email.

### **Art. 3 - Cancellation conditions**

Any request to cancel participation in the Social Programme must be made by email and sent to the Congress Secretariat at the following address: [oeso-registration@kit-group.org](mailto:oeso-registration@kit-group.org). The request must include all the necessary bank information for a possible refund.

If the written cancellation request is received before April 16, 2024 a full refund of the Social Programme registration will be issued. No refunds will be due after this date.

### **Art. 4 - Refunds**

Refunds for cancellations received prior to April 16, 2024 will be made within 30 days of the Congress.

No refunds will be made for non-attendance at the Social Programme events.

With regard to the above-mentioned provisions, refunds will be made to the bank details provided at the time of the cancellation request, which must be those of the payer.

### **Art. 5 - Modification and/or cancellation of the Social Programme and/or the 16th World Conference "Esophagus 2024"**

The Organiser reserves the right to change and/or modify the date and/or location or any other conditions of the Social Programme events during the 16th World Conference "Esophagus 2024" period. None of the above-mentioned changes will entitle the participant to a refund or claim.

If the Social Programme events cannot take place or has to be postponed due to events beyond the control of the Organiser, the Organiser will be released from its obligations towards the Social Programme events participant, except for the refund of the price paid by the latter. In this case, the amount paid for the Dinner registration will be refunded within 30 days after the scheduled date of the 16th World Conference "Esophagus 2024". Any other claim for compensation is excluded.

If the 16th World Conference "Esophagus 2024" should be postponed/canceled, the Organiser reserves the right to cancel the Social Programme. In this case, a paid dinner registration will be refunded within 30 days after the scheduled date of the 16th World Conference "Esophagus 2024". Any other claim for compensation is excluded.

### **Art. 6 - Insurance and liability**

The Organiser can only be held liable within the scope of a prudent professional's legal duty of care. The liability of the Organiser - regardless of the legal grounds - is limited to gross negligence or intent.

In all other cases, the Organiser is only liable - unless otherwise provided for in the section Cancellation Conditions - for breach of a contractual obligation, compliance with which is essential for the proper performance of this contract and to which the participant can legally refer. In all other cases, the liability of the Organiser is excluded.

The liability of the Organiser for injury to life, body, and health remains unaffected and is not affected by this clause.

The Organiser cannot be held responsible for any case of force majeure, in accordance with the provisions of Article 1218 of the French Civil Code.

### **Art. 7 - Rights and obligations of the participant at the 16th World Conference "Esophagus 2024" Social Programme events**

The present Terms and Conditions specify the following rights and obligations of the participant and are deemed formally accepted by the participant upon registration.

During the 16th World Conference “Esophagus 2024” Social Programme, the participant or accompanying person may be filmed or photographed individually or as a group.

By accepting these terms and conditions, he/she agrees to be filmed or photographed and consents to the creation, editing, and use of these photos, films, and sound recordings. The participant/accompanying person agrees that this material may be edited, used, shared, and/or published in the following manner as part of the coverage of the event and/or promotion of the event without any right to compensation:

- In various publications (digital/print) of the 16th World Conference “Esophagus 2024” or OESO
- in public reports (radio and television stations, online and print media) or
- in the social networks (Facebook, Twitter, Instagram, etc.) of the 16th World Conference “Esophagus 2024” or OESO,

The participant or accompanying person expressly agrees that the photo, video, and/or audio material of him/her recorded during the event, may be used for publications and communications related to the event, in accordance with the legal situation applicable at the venue.

Nevertheless, the participant may at any time object to the taking of photographs, films, and/or audio recordings of him/her. The objection to the taking of photographs, films, and/or sound recordings must be communicated to the person taking the photographs, films, and/or sound recordings at the event, giving his or her name and contact details in writing.

The participant or accompanying person is not allowed to take his/her own photos, films, and/or sound recordings.

By registering for the 16th World Conference “Esophagus 2024”, he/she agrees to comply with all rules applicable to the congress site, including the instructions of the Organiser and its suppliers, particularly with regard to security.

Failure to comply with these provisions will result in exclusion from the 16th World Conference “Esophagus 2024” Social Programme, at the sole

initiative of the Organiser, without prior notice and without the right to reimbursement of the participation fee, which will be retained by the Organiser.

For more information, please refer to the [data protection statement](#).

### **Art. 8 - Protection and transmission of personal data**

The Organiser processes and uses the participant's personal data, in particular the contact information required for registration, including full name, address, telephone number, and email address. In the case of payment by credit card, credit card details (credit card type and number, security code, expiry date, name of cardholder) will be collected. For the purpose of verification and decision-making on the most suitable payment method, information (e.g., credit rating) from external third-party providers may be used. This information also includes the participant's address. This collection and processing of data are carried out exclusively for the purpose of carrying out the contract, in accordance with the provisions of Article 6 §1b of the EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the so-called GDPR. The data protection statement details this process and is accessible at any time.

In addition, the 16th World Conference “Esophagus 2024” Organiser may periodically share personal contact details with third parties (e.g. service providers and/or sponsors and exhibitors), who may contact attendees regarding activities offered at the Congress or pass on information that may be of interest to them.

Personal data may be transferred within the limits of Article 6 § 1a-f EU GDPR: a) consent given, b) performance of a contract, c) compliance with a legal obligation, d) safeguarding the vital interests of the data subject or another natural person, e) public interest or exercise of official authority, f) legitimate interests pursued by the controller.

For more information, please refer to the [data protection declaration](#).

For any request concerning personal data, please contact us: [france@kit-group.org](mailto:france@kit-group.org).

### **Art. 9 - Miscellaneous**

No verbal agreement is valid. Amendments or supplements to this contract must be made in writing.

If any provision of these terms and conditions is found to be invalid or unenforceable, the validity of the remaining terms and conditions shall not be affected. The contracting parties are obliged to cooperate in order to replace the invalid or unenforceable clause with a suitable valid clause. This also applies to any gaps in these general terms and conditions.

#### **Art. 10 - Applicable law**

The present general conditions are subject to French law and any dispute not resolved amicably will be settled before the courts of Paris which will have exclusive jurisdiction.

As of December 1<sup>st</sup>, 2023