



GENERAL TERMS AND CONDITIONS

Definitions

K.I.T. Group is the official housing agency of the ESMO Breast Cancer Congress in 2025, to be held in Munich, Germany from 14 – 17 May 2025. The PCO leads the hotel accommodation and is hereinafter referred to as K.I.T. Group. ESMO is a Swiss-registered not-for-profit organisation (www.esmo.org).

Terms and Conditions for Hotel Bookings Reservation

Hotel accommodation is subject to availability and will be allocated on a first come, first served basis.

All rates listed are per room and night in EURO (€) and include German VAT and breakfast. The room rates are subject to special VAT rules for travel services, Art. 306 EC VAT Directive.

Telephone reservations will not be accepted. All reservations must be made using the official booking form and submitted with full credit card details, without which the booking cannot be processed.

Should the selected hotels be sold out, K.I.T. Group reserves the right to book a hotel in a similar category and price range. Should you plan to arrive at your hotel after 18.00 please inform K.I.T. Group accordingly.

Please contact K.I.T. Group at esmobreastcancer@kit-group.org for bookings of 10 rooms or more, as they will be handled separately.

Payment

Delegates have the possibility to decide on the type of payment (bank transfer or credit card payment) until **30 January 2025**.

If **payment by bank transfer** is chosen, a payment order will be sent out by e-mail to the requesting delegate. A bank transfer for the entire due accommodation amount (free of any bank fees) can be made by this date.

When using a **credit card**, K.I.T. Group will charge the full balance due for the entire stay at the time of room reservation.

For credit card payments, a 3.5% handling fee will be automatically added to the accommodation amount due. This handling fee will not show on your accommodation invoice. A payment receipt will be sent to you upon request.

After **30 January 2025**, only credit card payments are accepted.

Should K.I.T. Group not receive payment on time or not be able to debit the provided credit card on **30 January 2025**, the hotel reservation will be cancelled in line with the cancellation conditions.

Confirmation and Invoice

Confirmation of the hotel booking will be sent out upon receipt of the housing request and full credit card details or payment of the full accommodation value by bank transfer. The accommodation invoice will be sent out automatically to each delegate after the event.

Changes and Cancellations

All changes and cancellations must be sent in writing (fax, letter or email) to K.I.T. Group.

Please note that hotels will not accept any changes or cancellations directly.

- For cancellations received **before 13 December 2024**, the non-refundable deposit of **35,00 EUR** will be retained by K.I.T. Group.
- For cancellations received **between 13 December 2024 and 30 January 2025**, **50% of the accommodation cost** will be charged by K.I.T. Group.



- For cancellations received **after 30 January 2025, no refunds will be possible.** After this date, the full value of the reservation indicated on the hotel reservation form will be charged.

For a reduction in the length of stay or in case of a no-show, no refunds will be made. The entire number of nights booked on the hotel booking form and confirmed by K.I.T. Group will be charged.

No-shows will be released at 09.00 the following day, and the accommodation will not be refunded.

Cancellation of the Conference due to Force Majeure

In the event that the conference cannot be held or is postponed due to events beyond the control of K.I.T. Group (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizers, the conference organizers cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Refund Policy

Payments already made with K.I.T. Group for this event can only be refunded under the mandatory condition that K.I.T. Group has received the full refund of all advance payments, deposits and/or other payments previously made in execution of this contract back from the hotel. Refunds will only be made after the final invoice has been issued.

Regulations of Hotel Partners

Guests are obliged to follow the hygiene regulations of the hotel partner. In compliance with the applicable hygiene regulations, we reserve the right to pass on your contact details to your booked hotel.

Data Protection

1. Processing of Credit Card Details

When you book your hotel accommodation you will be asked to complete the online form providing your full name, address, email address and telephone number. The collected information is required to process, book and complete your booking (including the sending of a confirmation email of the booking to you).

Should you choose to make the payment for your booking by credit card, your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected.

All data will be saved and processed in compliance with the applicable data protection legislation.

In order to protect and safeguard the personal data provided to K.I.T. Group, appropriate business systems and procedures have been implemented and are in full operation. For example, credit card information is transmitted through a secure server protocol, which encrypts all personal and credit card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology. The TLS certificate for K.I.T. Group and all its subsidiaries has been issued by utn.usertrust.com

Furthermore, security procedures and technical and physical restrictions for accessing and using personal information have been implemented and are in full operation. Only authorized personnel are permitted to access personal information for performing their duties in respect of the requested services.

The server and network of K.I.T. Group and all its subsidiaries are protected by firewalls against unauthorized access. Intrusion detection systems that monitor and detect unauthorized attempts to access or misuse our servers are installed and in full operation. Your credit card details will be kept by K.I.T. Group for up to three months after the end of the Conference.

2. Sharing of Contact Details

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal data is executed by K.I.T. Group within the applicable



guidelines of the effective German data protection regulations / European General Data Protection Regulation.

K.I.T. Group will collect and store all data for the preparation and execution of ESMO Breast Cancer 2025. In addition, K.I.T. Group and its subsidiaries periodically share contact details of attendees with third parties (e.g., industry companies) that may use these details to contact attendees regarding activities at the Conference or other communications which may be of interest. Therefore, data might be passed on to third parties (e.g., industry companies) unless otherwise explicitly indicated by the attendee. Your complete contact details will only be forwarded if:

- your explicit consent is given, or
- a third party has proven to K.I.T. Group that you have violated the rights of this third party and thus demands the disclosure of your data as long as your interests, fundamental rights and basic freedoms are not outweighed, which is required by the protection of your personal data, or
- K.I.T. Group is obliged to give out your data due to, for example, a court order or an official order.

In case of data protection inquiries please contact the data protection official of K.I.T. Group and its subsidiaries by email security@kit-group.org.

Liability

K.I.T. Group 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 organizer - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organizer.

Fulfilment and Jurisdiction

This contract is subject to the law of Berlin, Germany. The terms of this contract shall be fulfilled in Munich, Germany and in the event of any legal claims arising from either party; Berlin, Germany shall be the sole court 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 8 July 2024

K.I.T. Group GmbH
Kurfürstendamm 71
10709 Berlin
Germany