

GENERAL TERMS AND CONDITIONS

Definitions

K.I.T. Group, Professional Congress Organizer (PCO), is the official housing agency of the ESMO AI & Digital Congress 2025 (ESMO AI 2025), to be held in Berlin / Germany, from 12 to 14 November 2025 at Hub27, Messe Berlin. 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).

General Terms and Conditions for Hotel Bookings Reservation (hereinafter "GTC")

These GTC regulate the conditions of the accommodation contract when a hotel room is booked through K.I.T. Group. In this respect, they become a binding contractual component of every room booking.

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 (EUR) 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 by using the official booking form. As long as bank transfer is permitted, the booking will only be confirmed upon receipt of the full payment. If credit card payment is chosen, full credit card details must be provided to finish and confirm the hotel booking.

Should the selected hotels be sold out, K.I.T. Group reserves the right to book another hotel of a similar category and price range. The check-in and check-out times of the respective booked hotel partner apply. If the estimated time of arrival at the hotel is after 18:00, it is mandatory to inform K.I.T. Group.

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

Payment

K.I.T. Group will charge the full balance due for the entire stay at the time of room reservation.

Delegates have the option to choose their preferred method of payment (bank transfer or credit card payment) until **12 July 2025**.

If **payment by bank transfer** is selected, a payment order will be sent to the requesting delegate by email. The full balance due for the entire stay must be transferred within 2 weeks of receiving the payment order. Unpaid reservations will be cancelled after this 2-week period. The delegate is responsible for ensuring that all bank fees are covered by the paying party.

For **credit card** payments, K.I.T. Group will charge the full balance due for the entire stay at the time of room reservation. A 3.5% handling fee will be automatically added to the accommodation amount due. This fee will not appear on your accommodation invoice. A payment receipt will be sent to you upon request.

After **12 July 2025** only credit card payments are accepted.

Confirmation and Invoice

Confirmation of the hotel booking and an accommodation invoice will be sent after the conclusion of the congress.

Changes and Cancellations for individual or small groups (less than 10 rooms) bookings

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 10 June 2025**, the non-refundable deposit of **35,00 EUR** will be retained by K.I.T. Group.
- For cancellations received **between 10 June 2025 and 10 August 2025, an amount corresponding to one night of the accommodation cost** will be retained by K.I.T. Group.
- For cancellations received **after 10 August 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 reductions in the length of stay after the given deadline 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.

For group bookings of 10 or more rooms, other conditions apply.

Cancellation of the Congress due to Force Majeure

In the event that the congress cannot be held or is postponed due to events beyond the control of the Organiser and K.I.T. Group (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Organiser and/or K.I.T. Group, neither the Organiser nor K.I.T. Group can be held liable by delegates for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Refund Policy

Payments already made to K.I.T. Group for 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

Delegates (Guests) are obliged to follow the applicable house rules and hygiene regulations from the hotel partner. In compliance with the applicable house rules and hygiene regulations, K.I.T. Group reserves the right to pass on the delegate's contact details to the booked hotel.

Data Protection

1. Processing of Personal Data

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

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

The processing of personal data (such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction) is executed by K.I.T. Group according to the General Data Protection Regulation (2016/679, "GDPR") and the applicable national data protection regulation.

2. Sharing of Contact Details

During the preparation and execution of K.I.T. Group will process data for the purpose of delegate accommodation and related processing operations.

In addition, contact data collected in the course of the implementation of the accommodation contract may be shared with third parties (e.g. industrial companies) for information purposes

regarding the activities of ESMO AI 2025, if one of the following conditions according to Art. 6 (1) lit. a-f GDPR is met:

- The delegates explicit consent is given, or
- processing is necessary for the performance of a contract to which the delegate is party of, or
- processing is necessary for compliance with a legal obligation to which the delegate of these GTC is subject, or
- processing is necessary in order to protect the vital interests of the delegate or of another natural person, or
- processing is necessary for the performance of a task carried out in the public interest, or
- processing is necessary for the purpose of the legitimate interests pursued by the user of the GTC or a third party, except where such interests are overridden by the delegate's interests or fundamental rights and freedom.

Further information on data protection can be found on our hotel booking form under "Imprint". In case of data protection inquiries please contact the data protection officer (DPO) of K.I.T. Group and its subsidiaries by email to 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 K.I.T. Group - for whatever legal reason apart the liability for damages resulting from injury to life, body or health - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.

Fulfilment and Jurisdiction

These GTC is subject to the law of Berlin, Germany. The terms of this contract shall be fulfilled in Berlin, Germany and in the event of any legal claims arising from either party, Berlin, Germany shall be the sole court of jurisdiction.

Requirement of written form, severability clause and reservation of right of amendment

No oral agreements have been made. Amendments and/or additions to these GTC's must be made in writing in order to be effective. This also applies to the waiver of the written form requirement.

Should individual provisions of these GTC be and/or become invalid and/or unenforceable, the remaining provisions shall not be affected thereby. Instead, the parties undertake to replace the invalid and/or unenforceable provisions by legally valid and/or enforceable provisions which correspond economically to the invalid and/or unenforceable provisions. This also applies to any loopholes.

K.I.T. Group may make amendments and/or additions to these GTC at any time, subject to the written form requirement and inform the delegates of any such revisions from time to time. If the changes and/or amendments affect essential parts of the accommodation contract and if the rights of the delegates are significantly changed as a result, each delegate with an existing and paid hotel booking will be informed separately with the possibility of consent.

As of 15.01.2025

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