

General terms and conditions

Definitions

K.I.T. Group GmbH Association & Conference Management is the Professional Conference Organiser (PCO) of the 19th European AIDS Conference (hereafter referred to as the "Conference"), to be held in Warsaw, Poland from 18-21 October, 2023. The Conference will be held onsite as well as, for some components, online.

The PCO, hereafter referred to as the Conference Secretariat, is the administrative organiser of the event and provides staff and technical support and infrastructure. Core tasks include the operation of the registration services, abstract management, sponsorship opportunities and exhibition management.

The European AIDS Society (hereinafter referred to as EACS) is a non-profit, scientific organisation. Both entities are hereinafter referred to each as the "Organiser" or jointly as the "Organisers."

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

These GTC are valid for each attendee registered for the Conference. Any person, delegate, allied professional, student, media representative, speaker, or exhibitor may be considered an attendee.

Conference registration

The registration deadlines are as follows:

Early registration deadline:	27 July, 2023, 23:59 CEST Time
Standard registration deadline:	18 September, 2023, 23:59 CEST Time
Late registration (incl. onsite registration):	Starting 19 September, 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.

Onsite registration fee

The registration fee for regular delegates, allied professionals, students and community members includes entry to all official conference sessions, the exhibition and poster area(s) and the opening ceremony. This registration fee also includes access to the entire virtual event content.

The onsite registration fee is invoiced by EACS c/o K.I.T. Group.

The registration fees published on the website are excluding Polish VAT applicable for onsite registration fees.

Online registration fee

The registration fee for regular delegates, allied professionals, students and community members includes access to the entire virtual event content, with a selection of live broadcast of the sessions from Warsaw, and all sessions (subject to speakers' consent) as video-on-demand until 21 November 2023.

The registration fees published on the website are excluding Belgian VAT applicable for online registration fees.

The registration fee deadlines apply for both the onsite and online registration fees.

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To be eligible to register for the Conference, attendees must be at least 18 years old. Attendees may be asked to present proof of identity stating their age.

Should the maximum attendee's capacity be reached, the organiser reserves the right to refuse registrations.

Allied professionals, students, and community members

To be able to register as an allied professional (i.e. nurse, social worker), as a community member or as a student, a supporting letter from the Head of Department, an association membership proof or a valid student ID providing proof of full-time enrolment at a recognised university or college is required both at registration and during the Conference and must be sent to the Conference Secretariat via email to registration@eacs-conference2023.com. If proof cannot be presented, the regular participant registration fees apply.

Media registration

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

Group registration

Registrations for 10 (ten) and more persons will be handled separately as a group booking. Please contact the Conference Secretariat at registration@eacs-conference2023.com.

The Conference 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 Conference 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 Conference.

The Conference 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 the requested details are not provided, group members will not receive a certificate of attendance nor access to the virtual event platform. An individual email address is needed to provide login access. The certificate of attendance will be sent by email to the individual email address of each group member after the Conference.

The deadline to submit the information of each group member is 28 September 2023 (23:59 CEST). Until this date, name changes are free of charge. After this date, a name change fee of EUR 30 (including the applicable VAT) 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.

Conference material for onsite attendees

Provided that the registration form and full payment are received no later than the standard registration deadline, conference material shall be included in the onsite registration fee for delegates, allied professionals, students, speakers, and media representatives. Should the registration form and/or full payment be received after the standard registration deadline, the Conference Secretariat cannot guarantee that conference material will be available. All conference material will be handed out onsite at the conference 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, Master/Eurocard, and American Express): Attendees should complete the relevant section of the registration form.
2. Bank transfer: Payment should be made in EUR to:

Bank name and address:	Commerzbank Kurfürstendamm 237 10719 Berlin, Germany
Account Holder:	K.I.T. Group GmbH
Bank Sort Code:	100 800 00
K.I.T. Account Number:	0514001801
SWIFT-CODE:	DRESDEFF100
IBAN:	DE 50100800000514001801
Reference:	Participant number, last name and EACS 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 Conference 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

To receive a letter of invitation, attendees must first register to the Conference and submit payment in full. Letters of invitation will not be sent after 20 September 2023 (23:59 CEST).

Individuals requiring an official letter of invitation can contact the Conference Secretariat by sending an email to registration@eacs-conference2023.com.

The letter of invitation shall not financially obligate the Conference Organiser in any way, nor shall it guarantee that the attendee will receive a visa automatically. All expenses incurred in relation to the Conference 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 Conference Organiser will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of EUR 70 (including the applicable VAT) will be refunded after the Conference 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 Conference Secretariat no later than 30 days after the Conference (21 November, 2023).

Certificate of attendance

A certificate of attendance for regular delegates, allied professionals, students and community members will be sent electronically after the Conference.

Registration name change

A handling fee of EUR 40 (including the applicable VAT) shall be charged for every name change to an existing conference registration. A new registration form for the substitute

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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 always worn during the Conference. Access to the conference 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 70 (including the applicable VAT) will be charged for a new badge.

Registration cancellation policy

Notification of cancellation shall be made in writing and sent to the Conference Secretariat by sending an email to registration@eacs-conference2023.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 (27 July, 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. A switch between online and onsite registration can be done until the standard deadline (18 September, 2023, 23:59 CEST time) free of charge. After this date, an administrative fee of EUR 70 (including the applicable VAT) will apply.

Refund requests will be processed after the Conference only. They shall be made in writing and sent to the Conference Secretariat by email no later than 30 days after the Conference (21 November, 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 conference programme

The conference 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 Conference, Force Majeure, Hardship

If the Conference cannot be held or is postponed, or if the Organiser is prevented through no fault of its own from fulfilling its obligations in connection with the Conference due to external, unforeseeable events beyond its control ("Force Majeure"), or if circumstances arise, which could not have been foreseen and in the presence of which the Organiser would not have concluded this Contract in such a way and the elimination of which cannot be carried out by economically reasonable means ("Hardship"), the Organiser shall have the right to cancel the Conference immediately after the aforementioned circumstances become known and/or to terminate the Conference without any liability and shall be released from its obligations to the attendees. In these cases, the Organiser cannot be held liable by the attendees for any damages, costs or losses such as transportation costs, accommodation costs, financial losses, lost profits, etc.

In such circumstances, the Organiser reserves the right to either retain the entire registration fee and use it for a future or rescheduled conference, or to refund the attendee with a pro-rata deduction of the costs already incurred for the organisation of the Conference, which could not be collected from third parties.

Connectivity or technical issues

Attendees acknowledge that it is their responsibility to ensure a secure and stable internet connection, compatible operating system requirements and that their web browser is up to date to avoid connectivity or other technical issues when participating in the Conference. K.I.T. Group will use its reasonable best efforts in providing access to the Conference through third party channels. If an 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 to any interruption and/or malfunction of connection or any other connectivity issues attributable to the chosen third party network operator and/or service provider.

Hygiene and safety regulations; House rules

Participants are obligated to inform themselves in advance of their participation in the Conference about the currently valid regulations, laws, ordinances and other decrees that apply in connection with the containment of a pandemic (for ex. "COVID-19 Regulations"), and to comply with them. In addition, participants are required to comply with the hygiene and safety measures and/or concept enacted by the organisers.

In view of the dynamic development of the coronavirus, the participants acknowledge that the organiser is entitled to adapt the hygiene and safety measures to the current legal situation at any time and that participants are obligated to inform themselves continuously about any changes, in particular about the hygiene and safety concept of the Conference, in particular via the conference website.

If sanitary regulations in force at the time of the event stipulate that the person attending should be tested negative, have been vaccinated, or must meet other requirements, participants are requested to adhere to these regulations and guidelines set forth by the organiser in this context.

By entering the venue, each attendee accepts the house rules of the conference venue. The attendee is aware that the consumption of food and beverages brought to the Conference is not permitted. In particular, the attendee acknowledges that local dietary restrictions or regulations may limit the catering offered.

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 conference website and/or any digital event platform. Any claims for damages in this regard are excluded.

Access to the Conference website, the associated digital offers and/or any digital event platform can be blocked temporarily or permanently if there are concrete indications that the participant 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 participant will be taken into account appropriately.

The Organiser does not guarantee the adequacy, accuracy and/or completeness of information published in connection with the Conference. Furthermore, the Organiser does not guarantee uninterrupted and/or error-free access to the conference 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.

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). A payment service is used for data processing within the framework of the payment procedure for credit card use.

Conference Tool

At the Conference, a digital conference platform tool may 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 at <https://eacs-conference2023.com/>

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: <https://eacs-conference2023.com/>

The Conference Secretariat 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 Organisers 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 participants' 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 Sec. 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: security@kit-group.org).

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. As far 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 Conference for educational purpose. This material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram) 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 Conference Secretariat.

Liability

The Organiser is liable for intent and gross negligence only.

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 Organiser 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.

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 General 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.

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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 1 March 2023.