



Terms and Conditions

Any enquiries or requests for additional information, modifications and cancellations are to be communicated to MCI Registration & Housing Team by email. The same rule applies to hotel reservations; please do not contact the hotel directly.

Registration fees deadlines

Early registrations will be accepted until Wednesday, 27 May 2020 midnight CET.

 Should your registration remain unpaid on Wednesday, 10 June 2020, early registrations will upgraded to the late registration fee.

As of Thursday, 28 May 2020, late registration fees apply for every new registration.

Modification & Cancellation

For cancellations received until **Wednesday**, **19 August 2020** deposits will be refunded less **25% administrative charge**. After this date, no refunds will be possible

A handling fee of **40 EUR** per registration will be charged for every registration modification received from **Wednesday**, **19 August 2020**.

If a badge is lost or forgotten, an administrative fee of **80 EUR** will be charged for the reprint of the badge after identity verification (passport, driving license or other recognized identification documents).

Group Procedure

Upon receipt of your payment, you will receive the online access for your group portal. From there, you will be able to enter your participants names and allocate your registrations, as well as download important documents.

Names of all participants (registration and/or accommodation) must be submitted and reservations assigned online before Wednesday, 19 August 2020.

General Hotel Policy

MCI acts as an agent for accommodation bookings and ESPEN 2020 accepts no responsibility for any recommendations given or any transactions made.

Check-in/Check-out Time:

Hotel check-in time is 15:00. Should you wish to check-in earlier, extra costs may apply. Check-out time is 11:00. Should you wish to check-out later, extra costs may apply.

Should you be informed of any delay/late check-in or cancellation, please inform MCI as soon as possible.

Extras:

Potential additional incidentals, such as mini-bar, telephone or additional room-nights are to be settled directly to the hotel by each individual guest when checking out. Upon check-in, the hotel may charge or block an amount on the credit card to cover this guarantee, and each hotel has its own, independent policy.

Closure of a hotel:

Should any of the mentioned official offered hotel(s) close between the date the contract was signed and the start of the event, MCI will do its utmost to offer alternative options to the client. If the client confirms such an alternative option, MCI will not be responsible for any difference in rates. Should the client decline the option and book in another hotel outside of MCI's block, pre-payments made by the client for the closing hotel(s) would be reimbursed by MCI.

Hotel Deposit Conditions

Individual Hotel Deposit Conditions

ALL HOTELS (Except Radisson Blu Lyon)

For hotel bookings in the above-mentioned hotels, a deposit payment covering the first night is required with your reservation. Your booking will be confirmed upon receipt of your hotel deposit. This prepaid deposit will be deducted from your final hotel bill when checking out from the hotel.

RADISSON BLU LYON

For hotel bookings in the above-mentioned hotel, a deposit payment covering the full stay is required with your reservation. Your booking will be confirmed upon receipt of your hotel deposit. This prepaid deposit will be deducted from your final hotel bill when checking out from the hotel.

For bookings of 2 rooms or more, the full payment is required to confirm your reservation.

Groups Hotel Deposit Conditions

- 60% of the total amount is due to confirm the reservation
- 100% of the total amount is due from Saturday 16 May 2020

<u>IMPORTANT</u>: please note that the city tax will change in January 2020 and thus, we will re-issue your invoice(s) after we update our rates. If you have already paid some deposits, we will ask you to settle the difference once we send you the updated invoice(s).

Hotel Cancellation Conditions

Individual Booking Cancellation Conditions

As liquidated damages, cancellation charges are calculated on projected charges (per hotel, per night, subject to all applicable taxes). In the event of total or partial cancellation of unused rooms in the block.

LYON MARRIOTT HOTEL

- In the event of accommodation cancellation up to Monday 27 July 2020, no cancellations fees will incur.
- From Tuesday 28 July 2020 to Sunday 16 August 2020, 50% of one night will be billed.
- From Monday 17 August 2020, no refunds will be possible.

CAMPANILE LYON BERGES DU RHONE, CAMPANILE LYON CENTRE GARE PART DIEU, GRAND HOTEL DES TERREAUX, MONTEMPO CITE INTERNATIONAL, MONTEMPO LYON PART DIEU, HOTEL EDMOND W LYON PART DIEU, OKKO HOTELS LYON PONT LAFAYETTE, HOTEL LE PHENIX, B&B LYON CALUIRE, HOTEL DES CONGRES, HOTEL LYON METROPOLE, HOTEL PARKSAONE, HOTEL LYON OUEST, CROWNE PLAZA CITE INTERNATIONALE, APPART'CITY LYON CITE INTERNATIONALE

- In the event of accommodation cancellation up to Tuesday 11 August 2020, no cancellations fees will incur.
- From Wednesday 12 August 2020 to Monday 31 August 2020, 50% of one night will be billed.
- From Tuesday 01 September 2020, no refunds will be possible.

RADISSON BLU LYON

- From confirmation to Friday 12 June 2020: 100% of the total amount due may be cancelled free of charge
- From Saturday 13 June 2020 to Sunday 12 July 2020: 30% of the total amount due is non refundable
- From Monday 13 July 2020 to Tuesday 11 August 2020: 55% of the total amount due is non refundable
- From Wednesday 12 August 2020 to Wednesday 26 August 2020: 80% of the total amount due is non refundable
- From Thursday 27 August 2020 to Thursday 03 September: 95% of the total amount due is non refundable
- From Friday 04 September 2020: 100% of the total amount due is non refundable

No-Show (Individual bookings):

In case of no-show (if you do not check-in on your confirmed arrival date as per your hotel voucher), the hotel will only keep the number of room nights guaranteed during the booking process. For bookings guaranteed for one night only, the remaining nights will automatically be released to the hotel. The hotel will do its utmost to accommodate you should you arrive at the hotel at a later date. For bookings guaranteed for the full stay, the room will be kept for the number of nights booked.

Group Booking Cancellation Conditions:

As liquidated damages, cancellation charges are calculated on projected charges (per hotel, per night, subject to all applicable taxes). In the event of total or partial cancellation of unused rooms in the block:

Example of cancellation fees calculation

Group booking of 100 rooms on 5 nights (100 x 5 = 500 room nights). Room rate is at a price of EUR 100.- per room per night.

Cancellation deadline of 30% of total amount due being non-refundable - Group cancelling 10 rooms on 5 nights.

Cancellation fees that will be applied will be: 10 rooms x 5 nights x 30% of EUR 100.- = 50 room nights x 30.- (30% of EUR 100.-) = EUR 1'500.-

Amount to be refunded: 10 rooms x 5 nights x 70% of EUR 100.- = 50 room nights x EUR 70.- (70% of EUR 100.-) = EUR 3'500.-

LYON MARRIOTT HOTEL

- From confirmation to Wednesday 08 April 2020: 100% of the total amount due may be cancelled free of charge
- From Thursday 09 April 2020 to Tuesday 28 April 2020: 30% of the total amount due is non refundable
- From Wednesday 29 April 2020 to Monday 18 May 2020: 55% of the total amount due is non refundable
- From Tuesday 19 May 2020 to Sunday 07 June 2020: 80% of the total amount due is non refundable
- From Monday 08 June 2020 to Tuesday o7 July 2020: 95% of the total amount due is non refundable
- From Wednesday 08 July 2020: 100% of the total amount due is non refundable

GRAND HOTEL DES TERREAUX, MONTEMPO CITE INTERNATIONAL, MONTEMPO LYON PART DIEU, HOTEL EDMOND W LYON PART DIEU, HOTEL LE PHENIX, B&B LYON CALUIRE

- From confirmation to Tuesday 07 July 2020: 100 % of the total amount due may be cancelled free of charge
- From Wednesday 08 July 2020 to Monday 27 July 2020: 30% of the total amount due is non refundable
- From Tuesday 28 July 2020 to Sunday 16 August 2020: 55% of the total amount due is non refundable
- From Monday 17 August 2020 to Wednesday 26 August 2020: 80% of the total amount due is non refundable
- From Thursday 27 August 2020 to Monday 31 August 2020: 95% of the total amount due in non refundable
- From Tuesday 01 September 2020: 100% of the total amount due is non-refundable

CAMPANILE LYON BERGES DU RHONE, CAMPANILE LYON CENTRE GARE PART DIEU

- From confirmation to Thursday 09 July 2020: 100 % of the total amount due may be cancelled free of charge
- From Friday 10 July 2020 to Saturday 08 August 2020: 80% of the total amount due is non refundable
- From Sunday 09 August 2020: 100% of the total amount is non refundable

RADISSON BLU LYON

- From confirmation to Friday 08 May 2020: 100% of the total amount due may be cancelled free of charge
- From Saturday 09 May 2020 to Thursday 28 May 2020: 30% of the total amount due is non refundable
- From Friday 29 May 2020 to Wednesday 17 June 2020: 55% of the total amount due is non refundable
- From Thursday 18 June 2020 to Tuesday 07 July 2020: 80% of the total amount due is non refundable
- From Wednesday 08 July 2020 to Thursday 06 August 2020: 95% of the total amount due is non refundable
- From Friday 07 August 2020: 100% of the total amount due is non refundable

CROWNE PLAZA CITE INTERNATIONALE

- From confirmation to Friday 08 May 2020: 100% of the total amount due may be cancelled free of charge
- From Saturday 09 May 2020 to Sunday 07 June 2020: 55% of the total amount due is non refundable
- From Monday 08 June 2020 to Tuesday 07 July 2020: 80% of the total amount due is non refundable
- From Wednesday 08 July 2020 to Thursday 06 August 2020: 95% of the total amount due is non refundable
- From Friday 07 August 2020: 100% of the total amount due is non refundable

OKKO HOTELS LYON PONT LAFAYETTE, HOTEL DES CONGRES, HOTEL LYON METROPOLE, HOTEL PARKSAONE, HOTEL LYON OUEST

- From confirmation to Sunday 07 June 2020: 100% of the total amount due may be cancelled free of charge
- From Monday 08 June 2020 to Tuesday 07 July 2020: 55% of the total amount due is non refundable
- From Wednesday 08 July 2020 to Thursday 06 August 2020: 80% of the total amount due is non refundable
- From Friday 07 August 2020: 100% of the total amount due is non refundable

APPART'CITY LYON CITE INTERNATIONALE

- From confirmation to Saturday 27 June 2020: 100 % of the total amount due may be cancelled free of charge
- From Sunday 28 June 2020 to Monday 27 July 2020: 30 % of the total amount due is non refundable
- From Tuesday 28 July 2020 to Sunday 16 August 2020: 55 % of the total amount due is non refundable
- From Monday 17 August 2020 to Wednesday 26 August 2020: 80 % of the total amount due is non refundable
- From Thursday 27 August 2020: 100 % of the total amount due is non refundable

No-Show (Group bookings):

According to MCI's deposit conditions, the full stay must be paid for all reservations prior to each guest's arrivals. In case of no-show, for bookings guaranteed for the full stay, the room will be kept by the hotel. Please note that MCI will not send specific communication regarding the guests who have not checked-in on their confirmed arrival date.

Should the group leader wish to receive such information, please contact MCI.

General Payment Conditions

All payments are to be made in Euros (EUR / €). VAT may increase without notice and any such change will be reflected in final rates.

From Wednesday, 5 August 2020, only payments by credit card will be accepted.

Modifications and/or new registrations made on-site will require immediate payment (by cash or credit card).

An invoice to be settled upon receipt will be issued upon written confirmation. This invoice will act as a contract, and once issued, the above payment and cancellation conditions will apply.

Full payment of services is requested when registering. No confirmation or visa invitation letter will be sent until MCI has received the payment.

In accordance with DIRECTIVE 2011/7/EU, late payment interest will be charged in the amount of 8% above the European Central Bank's base reference rate.

Methods of Payment:

Credit card: only Eurocard/MasterCard, Visa and American Express are accepted.

Please note that the merchant name that would appear on your credit card statement would be "MCI Group Satigny CHE".

Bank transfer: please make your payment to:

MCI SUISSE SA,9, Rue du Pré-Bouvier 1242, Satigny, Geneva, Switzerland Bank: UBS SA, Rue des Noirettes 35 - CP 2600, 1227 Carouge – Switzerland

Account number EUR: 240-369393.71L

SWIFT: UBSWCHZH80A

IBAN: CH18 0024 0240 3693 9371 L

Please indicate the participant's / group's name, identifier and "ESPEN 2020" on ALL payments (for example, ESPEN 2020-I/XX or G/XX).

All costs are to be borne by the ordering customer. Please note that payments made by bank transfer could be subject to fees payable to your local bank.

Cheques: please note that payments by personal cheques are not accepted.

Data Privacy

Individual Data Privacy Policy:

For further information on how your data will be used, we invite you to carefully read the Data Protection and Privacy Policy:

https://www.mci-group.com/privacy-statement

Group Data Privacy Policy:

The group leader agrees and warrants that:

- a. the personal data have been collected, processed and transferred and will continue to be collected, processed and transferred in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities);
- b. the transfer to, and processing by, MCI pursuant to this Agreement is not prohibited by a statutory or contractual duty of confidentiality;
- c. prior to any transfer of personal data, it has informed the data subjects and has complied with any notification and/or registration set forth by the applicable data protection law; in particular, the intended purposes of the collection, processing and transfer of personal data have been communicated to the data subjects;
- d. the data subjects are provided with their right of access, correction, blocking, suppression or deletion as available under applicable data protection law;
- e. it has taken and will take all reasonable measures to verify the correctness of the personal data and ensure that incorrect or incomplete personal data will be corrected, completed or destroyed prior any transfer of such data to MCI;
- f. it will inform MCI of any specific requirement from any data subject or any relevant authority on how personal data should be processed;
- g. it will inform without delay MCI of any request from any data subject or any relevant authority to rectify, update or delete any personal data;
- h. after assessment of the requirements of the applicable data protection law, it will ensure that the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing or transfer involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- i. it will provide MCI, when so requested, with copies of relevant data protection laws or references to them of the country in which the [group leader] is established;

- j. it will respond to enquiries from data subjects and authorities concerning processing of personal data by MCI;
- k. it will notify within 72 hours delay MCI of any actual, potential or alleged breach of the provision of this Clause;

The group leader hereby commits with the present Data Protection and Privacy Policy: https://www.mci-group.com/privacy-statement

Group Data Management

Names of all participants (Registration & Housing) must be submitted and reservations assigned online before **Wednesday**, **19 August 2020**.

The Group Leader hereby commits to manage group registrations and/or hotel reservations using the tools proposed by the official registration bureau. The B-Com portal will be used to respect relevant registration and, if applicable, accommodation deadlines. Access to this tool will be provided upon full payment of deposits required.

Contact information is to be entered in the system including the full coordinates of the participant of the Congress. No generic agency coordinates will be accepted if reservations are handled by a third party or on the behalf of a sponsor. Reservations for Registration & Housing will then be assigned and updated through the B-Com portal and managed by the Group Leader or its internal representative.

MCI, as the Official Registration & Housing Bureau will not be responsible for entering contacts' coordinates nor assigning services on behalf of the entity hereby engaged in this contract.

Should the Group Leader or the entity engaged in the present contract choose not to proceed with the proposed online tools, MCI will charge a handling fee of 40 EUR per participant, provided that the full coordinates are supplied.

General Conditions

Insurance, release and waiver of liability:

It is recommended that participants obtain adequate cover for travel, health and accident insurance before they depart from their countries. ESPEN and MCI as organizers cannot accept responsibility for personal injuries, or loss of, or damage to, private property belonging to the Congress participants and accompanying persons.

ESPEN, MCI, Venue and Hotel(s) are not responsible for either the partial or total non-execution of the contract in the event of accident, natural disaster (either threatened or actual), in war, curtailment or interruption of transportation facilities, threats or acts of terrorism, of transportation facilities, threats or acts of terrorism, governmental travel or terrorism advisory, Strikes, Lock out, civil disturbance, the issue of a Travel Warning by the World Health Organization or any other cause beyond the parties' control which prevents the Hotel and /or venue from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI. The Organizers may at their entire discretion repay the delegate fee or Service Charge paid by the Delegate or Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such Delegate fee or Service Charge, and shall be under no liability to the Delegate or Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Delegate or Exhibitor, as the result of the happening of any such event.

Minimum age:

Registration and/or admittance to the Congress shall be limited solely to participants who are 18 years of age or older, due to current health and safety regulations and legislation in effect.

Any registration by anyone who is under 18 is unauthorized and in violation of these Terms and Conditions and will automatically result in the forfeit of their registration. You hereby accept that identification is to be provided to Congress staff upon request.

By registering to the Congress or entering the Congress you represent and warrant that you are 18 years of age or older, and that you agree to and to abide by all of the Terms and Conditions of this Congress.

Force majeure:

ESPEN, the hotel(s) and MCI are not responsible for either the partial or total non-execution of the contract in the event of accident, an act caused by a third party, such as Acts of God including, without limitation, credible threats of natural disaster in the geographic vicinity, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, governmental travel advisory, a governmental elevation of the terrorism alert level, civil disturbance, the issue of a Travel Warning by the World Health Organization or any other cause comparable events or disaster beyond the parties' control which prevents the Hotel from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI.

Photography/Videography Disclosure:

As a registered attendee of the Congress, you agree to grant permission for ESPEN and MCI to use your likeness in a photograph or video in any and all of its publications and presentations, including website entries, without payment or any other consideration; to authorize ESPEN 2020 and MCI to edit, alter, copy, exhibit, publish or distribute the photograph or video for purposes of publicizing ESPEN 2020 programs or for any other lawful purpose; to waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears; that these materials will become the property of ESPEN and MCI.

Visa:

Please visit the following website http://visahq.com/ to check if you require a visa for France. Citizens of other countries may need a visa. Please contact your travel agent or the nearest France diplomatic authorities for further information. If you should need a visa, please apply early enough to allow sufficient handling time to the authorities.

During the reservation process, please tick the box and fill in the corresponding questionnaire in order to receive your Visa invitation letter. Please note that the VISA invitation letter will only be sent to participants who have paid their reservation fee.

Please note that neither ESPEN nor MCI will be able to contact or intervene with any Embassy or Consulate office on behalf of a registrant. The invitation letter does not financially or legally obligate ESPEN or MCI in any way. All expenses incurred in relation to the event and to obtaining a visa are the sole responsibility of the registrant. ESPEN and MCI do not accept any responsibility for travel, accommodation and/or other costs incurred due to the rejection of a registrant's visa application.