Registration Terms and Conditions

These General Terms and Conditions shall manage your registration and participation to the ESPEN Virtual Congress and the use of our platform.

MCI is the registration system provider of the European Society for Clinical Nutrition and Metabolism for the Virtual Congress 2020, 19-21 September. The provider supports the congress secretariat and is responsible for registration services and is hereafter referred to as MCI Registration Team.

Any enquiries or requests for additional information, modifications and cancellations are to be communicated to MCI Registration Team by email.

Condition for registration

These General Terms and Conditions are valid for each attendee registered for the ESPEN Virtual Congress 2020, 19-21 September (hereafter referred to as "Virtual Congress"). Any registered person (physician, healthcare professional, student, media representative, speaker, or exhibitor) is considered an attendee. These General Terms and Conditions are also binding for all group registrations.

Registration fees deadlines

Early registrations will be accepted until Wednesday, 19 August 2020 - Midnight CET.

Should your early registration remain unpaid on Wednesday, 26 August 2020 it will be upgraded to the late registration fee.

As of Thursday, 20 August 2020 regular registration fees apply for every new registration.

Modification & Cancellation

For cancellations received prior to **Wednesday**, **7 August 2020**, midnight CET, deposits will be refunded less **25% administrative charge**. After this deadline, no refund policy will be in effect.

A handling fee of **30 EUR per registration** will be charged for every registration modification received **after 19 August 2020**.

Registration Procedure

After online registration, you will receive personal access details to access the Virtual Congress platform. This access details are strictly personal and cannot be given to any other person. We will identify all access details on our platform.

Group Registration 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 Tuesday, 1 September 2020.

General Payment Conditions

The registration will only be confirmed upon receipt of payment in full. Payments will only be accepted in Euros by credit card.

A letter of confirmation/payment receipt will be sent by email once the Registration Team has received the fully completed registration form and the related payment. This letter of confirmation/payment receipt will act as a contract, and once issued, the above payment and cancellation conditions will apply.

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: Upon request only

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

Data Privacy

Individual Data Privacy Policy:

For further information on what data will be collected and how your data will be used, we invite you to carefully read the Data Protection and Privacy Policy: https://www.espen.org/espen/privacy-policy

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, ESPEN 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 ESPEN.
- f. it will inform ESPEN 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 ESPEN 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 ESPEN, 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 ESPEN.
- k. it will notify within 72 hours delay ESPEN 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.espen.org/espen/privacy-policy

Group Data Management

Names of all participants must be submitted, and reservations assigned online before **Tuesday**, **1 September 2020**.

The Group Leader hereby commits to manage group registrations using the tools proposed by the official registration bureau. The B-Com portal will be used to respect relevant registration 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 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 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:

To the extent permitted by applicable law, ESPEN, its Board of Officers, Executive Committee Members and employees 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 Virtual Congress. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the Virtual Congress at his/her own risk.

ESPEN does not guarantee uninterrupted and/or error-free access to the platform and the Virtual Congress. ESPEN endeavors to fix such interruptions as fast as possible.

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, 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 and cancellation

ESPEN and MCI cannot be held liable by attendees for either the partial or total non-execution of these T&C or because the Event cannot be hold due to events beyond the control of ESPEN and MCL (force majeure) or in the event of accident, an act caused by a third party, such as Acts of God including, without limitation to, 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 or any other cause comparable events or disaster beyond the parties' control or if for the same reasons the event is cancelled by MCI or ESPEN.

Under these circumstances, ESPEN reserves the right to either retain the entire registration fee and to use it for a future congress, or to reimburse the attendee after deducting costs already incurred for the organisation of the Virtual Congress and which could not be recovered from third parties.

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.

Photography/Videography Disclosure

As a registered attendee of the Virtual 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.

Intellectual Property Rights

ESPEN and/or the speakers/authors retain the copyright and intellectual property rights on their information, documents, files, presentations, and other content shared during the Virtual Congress and on the platform.

Media Representatives Accreditations:

Official press credentials need to be submitted to proof the status as media representative. There is no registration fee for accredited media representatives.

Modification of the Virtual Congress Programme

ESPEN reserves the right to modify the programme, which is published as an indication only. No refunds will be granted in case the programme changes (including change of speakers).

Fulfilment and Jurisdiction

Fulfilment and Jurisdiction: These General Terms and Conditions shall be subject to Swiss law. In the event of any legal claims arising from either party, Geneva, Switzerland shall be the sole court of jurisdiction.

Acceptance of the General Terms and Conditions

These General Terms and Conditions written on the ESPEN Virtual Congress platform shall manage your use of our platform and the participation in the Virtual Congress. These General Terms and Conditions will be applied fully and affect to your use of this platform. By using this platform, you agreed to accept these General Terms and Conditions. You shall not use this platform if you disagree with any of these General Terms and Conditions.