

## Terms and Conditions

### Scope of Application

These Terms and Conditions stipulate the regulations for services rendered by European Academy of Neurology an association according to Austrian Law with its registered office in 1070 Vienna, Breite Gasse 4/7, ZVR 120490024 (hereinafter referred to as “EAN”) in connection with scientific events, both onsite and online, including but not limited to congresses, symposia, seminars, exhibitions, and educational programs.

Any contractual or legal declarations of contract partners of EAN or of a third party deviating from these Terms and Conditions shall not be part of the contract entered into with EAN, notwithstanding the consumption of the services offered and the payment of fees, therefore.

### Binding Orders

The form “Order Form/Contract” is included in the sponsorship and exhibition invitation which is mailed to prospective sponsors. To order services from EAN, the “Order Form/Contract” must be filled in, signed by duly authorised representatives of the sponsor in due number and submitted to EAN in due time. Orders always are binding for the sponsor for a minimum period of four weeks after the industry allocation meeting and thereafter until revocation by the sponsor prior to acceptance by EAN.

Products/services offered by EAN or described in the sponsorship and exhibition invitation mailed to the prospective sponsors always are subject to availability. Submitting the order form does not yet constitute a contract about the service ordered by the sponsor. Any order can be refused by EAN without giving cause. The contract is concluded with EAN’s acceptance of sponsor’s order. EAN shall be entitled to accept only parts of the services/Sponsorship items ordered. EAN shall not become subject to any obligations prior to EAN’s acceptance of sponsor’s order.

### Terms of payment

1. Payments shall become due upon receipt of invoice. EAN may grant payment in instalments stated on the invoice.
2. All related charges, interest and fees shall be borne by the sponsor. If the payment will be done by credit card, 3.5% of the full amount will be charged as handling fee.
3. All payments must be received by the stated deadlines and in all cases before the start date of the event. In the event EAN offers payment in instalments and payment dates are not met, the entire remaining unpaid amount of the invoice shall become due within seven days without EAN being obliged to give further notice. In the event full payment has not been effectuated, EAN shall be entitled to deny services and access to the event.
4. In case payment is not received 4 weeks before the event, a penalty fee of 10% of the open invoice amount will be charged.
5. All published prices are in Euro (€) and are subject to applicable VAT.

6. Payments is to be remitted to:

Name of account holder: ..... European Academy of Neurology

Street address of account holder: ..... Breite Gasse 4/7

City, postal code, and country: ..... Vienna, 1070, Austria

IBAN code: ..... AT83 5400 0002 1400 7650

Swift Code: ..... OBLAAT2L

Bank Name: ..... Oberoesterreichische Landesbank Aktiengesellschaft

EAN's VAT Number: ..... ATU64517909

**Cancellation by sponsor**

1. **Industrial exhibition and scientific business suite:** When an exhibit space confirmed in writing is cancelled by the sponsor, the rental fee still has to be paid. In case the exhibit space can be let again, EAN shall be entitled to a handling fee in the amount of 20% of the price. If only parts of the cancelled space can be let again, a 20% handling fee for the part let again and the full price for the remaining space not let again shall remain due.
2. **All other services:** When a service confirmed by EAN is cancelled by the sponsor, the full amount shall remain due.

**Force majeure**

If an event must be cancelled or changed due to reasons that are not within EAN's responsibility or influence, in particular due to reasons of force majeure, including but not limited to war, strikes, acts of terrorism, natural disasters, black outs, cyberattacks, epidemics, pandemics and government measures, EAN shall not be liable for any compensation and EAN shall not be subject to any obligations to refunds other than those stipulated in the Special and General Terms of Cancellation.

In order to mitigate risks of cancellation, EAN is entitled to offer events in hybrid form. An event offered in hybrid form is an event both organised onsite and virtual in parallel. If the onsite event must be cancelled or significantly reduced, in particular but not limited to the number of participants allowed, because of reasons of force majeure, EAN shall be entitled, only to stage the virtual event whereby EAN shall also be entitled to reasonably postpone the virtual event in the event the time to prepare the content should not be sufficient according to the assessment of EAN. In case of cancellation of the onsite event, the mutual rights and obligations remain applicable unchanged, and the sponsor shall not be entitled to any refunds unless stipulated otherwise in the Special Terms of Cancellation.

**Special Terms of Cancellation:**

The products/services (also referred to as "Sponsorship items") offered by EAN in connection with events are classified from Class A to Class F. The classification of the respective Sponsorship item is shown in the sponsorship and exhibition invitation. The information "onsite", "hybrid" and "virtual" next to the sponsorship items in the sponsorship and exhibition invitation are only valid for a hybrid congress (i.e., taking place with participants onsite and online). In case of cancellation of the onsite event, EAN shall be entitled to change the services to be rendered to the sponsor as follows:

**Class A:** Onsite sponsorship item. In case of cancellation of the onsite event, EAN shall be entitled to transfer 70% of the value of this item into virtual sponsorship items (Class B) or sponsorship items available onsite and/or virtual (Class C). 30% will be refunded.

**Class B:** Virtual sponsorship items. In case of cancellation of the onsite congress, these items will be distributed new according to sponsorship level. No refund is possible.

**Class C:** Sponsorship item available onsite and/or virtual. In case of cancellation of the onsite congress, this item will remain for the virtual congress. No refund is possible.

**Class D:** Sponsorship item is only available onsite. In case of cancellation of the onsite congress costs will be 100% refunded.

**Class E:** Virtual upgrades to onsite sponsorship items. In case of cancellation of the onsite congress costs will be 100% refunded.

**Class F:** Sponsorship items/grants which are independent of how the congress will be organised. No refund possible.

#### Classification

Industrial Exhibition	Class A
Virtual Exhibition - Industry Profile	Class B
Industry Sessions	Class C
Presence on Virtual Congress Platform	Class E
Corporate Session Branding	Class D
Session Evaluation	Class C
Voting	Class C
Participant Metrics of livestream	Class C
MyEAN Programme	Class C
Web Push Notification on Virtual Congress Platform	Class C
Flyer Distribution	Class D
Webinar on the Topic "Highlights of the EAN Congress"	Class C
Topical Symposium	Class F
Educational Webinar on the Topic "Highlights of the EAN Congress"	Class F
Bursaries 2023	Class F
Advertisement in the Pocket Programme	Class C
Advertisement in the Industry Pocket Programme	Class C
Abstract Book	Class C
Banner on EAN Congress Website and Link	Class C
Congress Review eBook	Class C
Floorplan Screens Promotion	Class D
Industry Information Wall Advert	Class C
Virtual Congress Platform Advertising Options	Class B
Banner in the Final Information Mailing	Class C
Pre-Congress E-mail Blast to Registered Participants	Class C
Post-Congress E-mail Blast to Registered Participants	Class C
App Push Notifications	Class C

Social Media Channels	Class C
EANpages - Advertorial and Image Banner	Class F
Congress App	Class C
Congress Bag Tag	Class C
Congress Participant Wi-Fi access	Class A
Interview on EAN TV	Class B
ePoster Area	Class C
Exhibition Aisle Sign	Class D
Industry Welcome Desk	Class D
Mobile Charging Stations	Class D
Notebooks & Pens	Class C
Speakers' Service Center	Class C
Take a Seat	Class D
Branding opportunities onsite	Class A
Supporter of Hands-on Courses	Class D
Scientific Business Suite	Class A
Meeting Rooms	Class D
Congress Hub	Class F
Congress Spin-Off	Class F
Fellowship Grant	Class F

### **Damages and Security**

1. EAN shall not be liable for damages of third parties caused by sponsor, sponsor's staff and by the people working under the sponsor's control and for damages of the sponsor, sponsor's staff or of people working under the sponsor's control caused by third parties.
2. The exhibition area will not be guarded during opening hours and between opening hours. The conference rooms and exhibition areas will merely be locked at night. It is the sole responsibility of the sponsor to provide for the safety of the sponsor's exhibits.

### **Insurance**

The sponsor shall arrange for sufficient insurance coverage for the risks in connection with the event, including but not limited to property, accident, and liability insurance.

### **Liability**

It is the sponsors' responsibility to comply with the local authority's regulations and with the technical and safety regulations required by the operator of the congress venue.

The sponsor shall furthermore adhere to the Codes of Conduct of the following organisations:

- EFPIA (European Federation of Pharmaceuticals Industries & Associations) [www.efpia.org](http://www.efpia.org)
- IFPMA (International Federation of Pharmaceutical Manufacturers & Associations) [www.ifpma.org](http://www.ifpma.org)
- MedTech Europe (alliance of EDMA and Eucomed) [www.medtecheurope.org](http://www.medtecheurope.org)
- Code of Practice on the Promotion of Medicines

EAN shall be under no obligation to monitor sponsors' compliance with these regulations.

With the exception of personal injury, EAN's liability shall be limited to damages caused intentionally or through gross negligence. EAN shall not be liable for pure financial losses including but not limited to loss of profit and frustrated expenses.

#### **EAN Privacy and Data Security Policy**

EAN will not use any data provided for purposes other than the purposes necessary for the performance of the sponsorship contract. For EAN to fulfil the contract it may be necessary to transfer sponsor's data to third parties (e.g., service providers). EAN's Privacy and Data Security Policy apply (<https://www.ean.org/privacy-policy>).

#### **Rules and Regulations**

Sponsor shall adhere to the Rules and Regulations (Annex 1) as published on the industry download center of EAN under <https://www.ean.org/congress2023/industry>. EAN shall be entitled to reasonably adapt the Rules and Regulations to the requirements of the respective event. EAN shall announce such adaptation of the Rules and Regulations in due time prior to the respective event.

#### **Miscellaneous**

Any changes and amendments of a contract shall only be valid and binding when made in writing and signed by both parties.

#### **Applicable Law and Place of venue**

This Agreement shall be subject to Austrian Law without giving effects to its laws on conflicts. Vienna shall be the place of venue; EAN, however, shall be entitled to file any claim against the Sponsor with the courts having jurisdiction over the registered office or any branch of the Sponsor.