



## General Terms and Conditions for Participants

### 1. Scope

The following General Terms and Conditions contain the conditions for participating in the *20<sup>th</sup> Annual ENETS Conference from 22 – 24 March 2023 in Vienna, Austria* which will be held as hybrid conference (hereinafter referred to as Event). The General Terms and Conditions apply to every individual taking part in the Event. The European Neuroendocrine Tumor Society e. V. (ENETS) | Langenbeck-Virchow-Haus | Luisenstr. 58/59 | 10117 Berlin is the organizer of the Event. The organizer entrusted the event lab. GmbH | Richard-Lehmann-Str. 12 | 04275 Leipzig with the registration of participants.

### 2. Conference participation / registration

Registration is handled at the [ENETS homepage](#) and is binding once the online registration form has been sent to event lab. GmbH. After having completed the online registration, each participant receives an initial email with the booking confirmation followed by another email containing the payment information within 72 hours. Payment can either be made by bank transfer or by online payment such as credit card (MasterCard/Eurocard, VISA, and Amex) or by using PayPal. After successful payment, the participant is entitled to take part in the Event. Events with a limited number of participants will be indicated as such (see subsection 6).

### 3. Event / registration fees

Registration fees are listed at the respective [ENETS homepage](#). If the Event offers a reduced fee for certain types of delegates, a valid proof of status (for students (e.g. an I.D.), study nurses and doctors in training) must be uploaded during the registration process. The proof of status must be valid at the time of registration and for the duration of the Event.

### 4. Rebooking / cancellation / refund

The participant may withdraw from the contract at any time however a cancellation fee may apply (see the following explanations). The notification of withdrawal must be sent in writing, by fax or by email to event lab. GmbH.

#### For all ticket types (on-site and virtual):

If the declaration of withdrawal / cancellation is received by event lab. GmbH by **15 February 2023**, any registration fees already paid will be refunded minus an administrative fee of €50.00 per person. If the withdrawal / cancellation is received after this date or if the participant does not attend the event, the full fee for participation is payable.

The participant retains the right to show that the actual costs or reduction of value were lower than the flat fee above. We explicitly point out that it is possible to substitute one participant name with another (i.e. name transfer) at any time. Name changes will incur an administrative fee of €50.00.

### 5. Right to amend

If the authorities issue restrictions or bans in connection with the SARS-COV2 pandemic that rule out or render unfeasible staging the event without social distancing, if staging the event would violate recommendations by the authorities or epidemiological experts, and/or if travel restrictions make it impossible to hold the event as planned, the organizer is entitled at its own discretion to stage the event



entirely virtually, meaning that all physical events will be cancelled and the contents thereof communicated virtually. In such a case, the participant is not entitled to withdraw from the contract.

The organizer reserves the right - also shortly before the beginning of the event - to change the course of the event, to replace individual lectures at an event, to omit them or to change the speaker for an important reason. This only applies if the changes are reasonable for the participant, the overall circumstances make these changes necessary and the overall character of the event is preserved.

If the event is held virtually, only the fees for virtual participation are payable. Any excess fees already paid will be returned to the participant. Insofar as intent or gross negligence cannot be demonstrated, further claims for liability and losses, specifically for any flight, rail or other transportation tickets already purchased or any hotel rooms already reserved, will not be entertained.

## 6. Limited participation

Currently there is no limitation for on-site events in Vienna due to COVID and Hygiene Regulations. Additionally, parts of the Event (workshops, etc.) may be limited in terms of the number of participants and therefore require registration. If registration is compulsory and additional costs are involved, these parts of the Event can likewise be firmly booked at the ENETS homepage or at the Event/conference office. More information on this is available at the ENETS homepage or from the Event organizer. Once the maximum number of participants has been reached, no right to participate may be asserted.

### Covid Statement:

ENETS is carefully monitoring developments related to the covid-19 pandemic and follows the recommendations of the Austrian and Viennese health authorities, and the [European Medicines Agency \(EMA\)](#).

ENETS takes the safety and security of its on-site participants, faculty, colleagues, friends, partners, and staff seriously. We can't wait to gather again in person next year. All participants of the on-site conference – including participants, speakers, moderators, faculty, exhibitors, staff, and contractors - should be vaccinated (as approved by the EMA), recovered, or tested.

Travel advice may be subject to change based on the development of the pandemic.

Participants may also be required to wear a mask at the event.

*Please note that travel and on-site conference participation is undertaken at the individual's own risk and ENETS cannot be held responsible for your safety or liable for any damages. More information will be provided on the [ENETS conference website](#) closer to the date. Please also additionally inform yourself prior to travelling.*

## 7. Liability

a) With the exception of the liability for injury to life, body, or health of the participant, the organizer's liability is limited to willful intent or gross negligence. The organizer's liability for the breach of fundamental contractual obligations (cardinal obligations) shall thereby remain unaffected. In this case liability is limited to an amount of damage that is typical for the contract and foreseeable upon conclusion of the contract. Insofar as the liability of the organizer is excluded or limited, the same shall apply to the liability of representatives as well as any performing and vicarious agents employed. The organizer is not liable for damages or disruptions caused by circumstances outside its sphere of influence. This applies, in



particular, to cases where the Event is impeded or hindered by unforeseen political, economic, or climatic events or in general by force majeure.

b) Neither the organizer nor event lab. GmbH are liable for damage or accidents suffered by the participant in the event premises (hotel, conference venue, etc.) in the event of willful intent or gross negligence. Furthermore, nor the organizer, nor event lab. GmbH are to be made liable for the items brought in (cloakroom, valuables, etc.). The respective house rules of the conference venue or the hotel must be observed.

c) The organizer and event lab. GmbH are liable neither for the performance of hotel services, especially the availability of rooms at the time requested, nor for the successful conclusion of an accommodation contract with the respective hotel for the offer transmitted by it.

d) Insofar as there is the possibility of participants using local public transportation at the event location free of charge by presenting their congress documents, admission tickets or such and/or purchasing such tickets at a discount rate, The organizer and event lab. GmbH shall not be liable for any damages arising from the use of these means of transportation.

e) Neither the organizer nor event lab. GmbH accept liability for the success intended by the event. Furthermore, they are not liable for technical damage at online events, in particular not for data loss, hardware malfunctions or disruptions in Internet connections. Neither event lab. GmbH, nor the organizer are also not liable in the event of incompatibility of the components present on the user's PC system or mobile device with the hardware and software of the online event as well as malfunctions caused by this.

## **8. Data protection and copyright**

The personal information provided by the participant upon registration is used to guarantee the organization, execution, and evaluation of the Event. Data will only be shared with third parties involved in the Event and to ensure that the event runs smoothly (organizer, hotel, etc.). Apart from this, no further data will be shared with third parties.

Personal information will be used and gathered solely in compliance with the applicable data-protection regulations.

By registering for the Event, the participant expressly grants his permission to gather, use, process, store and disclose his personal information in the aforementioned context.

The scientific/scholarly presentations by participating speakers will be transferred to the presentation equipment (e.g., laptops) exclusively and centrally from the technology counter or directly by means of a storage device and may be saved on the Event location's server. The server gives third persons (e.g., event technicians) access to these copyright-protected works. The copyrighted works submitted by the speakers will be solely used to ensure that the Event runs smoothly. The presentations will only be shared with third

parties involved in the Event and only if required for the Event. By registering for the Event, participants declare their agreement with this. The organizer cannot guarantee that the presentations are protected under copyright. The speakers should note that the organizer and event lab. GmbH are not liable for copyright violations by the speakers in their presentations.

By entering the Event Premises, on-site participants consent to the possibility of being included in interviews, photography, audio recording, video recording ("Footage") and its/their release, publication, exhibition, or reproduction to be used for news, web casts, telecasts, inclusion on websites, social media, or



any other purpose by ENETS and/or its representatives. Such Footage may also be used to promote similar ENETS events in the future, highlight the event and exhibit the capabilities of ENETS. You hereby release ENETS, its officers and employees, and each and all persons involved from any liability connected with producing and/or usage of the Footage.

By entering the Event Premises, on-site participants waive all rights they may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of the Footage, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged or waived. On-site participants also waive any right to inspect or approve the Footage taken by ENETS or the person(s) or entity/ies designated to do so by ENETS.

You have been fully informed of – and understood – your consent, waiver of liability, and release prior to entering the Event Premises.

#### **Content capture**

**For any participant (virtual or on-site) it is not allowed to capture content and to distribute it without ENETS and the speaker's approval.**

#### **9. Right of withdrawal for consumers**

If the participant is a consumer under the terms of Section 13 BGB [Civil Code], the following applies:  
Information on the right of withdrawal

##### Right of withdrawal:

In accordance with Section 355 Paragraph 2 BGB, the participant can withdraw from the declaration of intention to conclude a contract within 14 days without giving reasons. The period of withdrawal is 14 days after the conclusion of the contract.

The period of withdrawal is deemed to have been observed if the declaration of withdrawal is dispatched within the period. The declaration is to be sent by post to: event lab. GmbH, Richard-Lehmann-Straße 12, 04275 Leipzig, by fax to +49 (0) 341 30 88 84 91 or by email to [enets-conference@eventlab.org](mailto:enets-conference@eventlab.org).

##### Consequences of withdrawal:

In the event of withdrawal, any performance received by either side is to be returned and any uses are to be surrendered. Obligations for restitution of payments made are to be met within a period of 30 days. For the participant, the period begins with the dispatch of the declaration of withdrawal, for event lab. GmbH it begins with the receipt of the declaration.

#### **10. Other**

The place of performance for the services of event lab. GmbH is its registered office, Richard-Lehmann-Str. 12, 04275 Leipzig as far as the services are to be provided there. As far as the requirements according to §

38 of the Code of Civil Procedure (ZPO) are met, the place of jurisdiction for all mutual claims arising from the business relationship is the seat of event lab. GmbH.

#### **11. Severability**

Should one or several provisions of these conditions of participation become invalid or contain a loophole, the contractual parties agree to amend or substitute the invalid or incomplete regulation with statutory regulations or with a valid regulation as close as possible to the purpose of the invalid regulation. The validity of the remaining provisions shall remain unaffected.