



General Terms and Conditions

Definitions

K.I.T. Group GmbH is the Professional Congress Organiser (PCO) and is providing registration services for the ESICM LIVES 2021 Digital congress, the 34th Annual Congress of the European Society of Intensive Care Medicine, from 3 – 6 October 2021 taking place virtually. The PCO supports the Congress Secretariat and is responsible for registration services and is hereafter referred to as K.I.T. Group.

The European Society of Intensive Care Medicine (ESICM) is an international non-profit, scientific organisation and is the organiser of the congress (hereinafter referred to as "ESICM").

CYIM is a provider of virtual platforms for live events (hereinafter referred to as "CYIM").

General Terms and Conditions for Registration

These General Terms and Conditions are valid for each attendee registered for the ESICM LIVES 2021 Digital congress, 3 – 6 October 2021 (hereafter referred to as the "congress"). Any person, delegate, nurse, physiotherapist, allied healthcare professional, student, media representative, faculty or exhibitor is considered an attendee.

Congress Registration

The registration deadlines are as follows:

ESICM Members

Free Registration offer:	until 10 May 2021, 23:59 CET
Early registration:	until 26 August 2021, 23:59 CET
Standard registration:	from 27 August 2021

ESICM Non Members

Early registration:	until 26 August 2021, 23:59 CET
Standard registration:	from 27 August 2021

Only fully completed registration forms will be accepted. The registration fee is based on the date of the receipt of the registration form and the payment in full. If the full payment has not been received before the respective registration fee deadline the registration will be changed to the next applicable registration fee.

If the maximum attendee capacity is reached, the organisers reserve the right to refuse any registration. Only registered attendees will be permitted access to the congress virtual platform. To be eligible to register for the congress, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.



The registration fee includes access to the congress virtual platform and all its content. The content is available to the attendees starting from 3 October 2021 for a period of 3 months on the congress virtual platform. The content will thereafter be available to ESICM Members on the ESICM Online Membership Platform.

The registration fee for full congress registration includes entry to all sessions, the exhibition area, the poster area and the opening session. There is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press card.

ESICM Members

The reduced registration fees for members and members in training will be granted only to official members of the ESICM. Should your name/first name/email address be refused by the ESICM membership online identification system, please ensure first that your membership fee is paid. The ESICM membership department remains at your disposal for any further clarification at members@esicm.org. In case of a membership rejection, the non-member registration fee will apply. Reminder: all ESICM membership fees must be paid through 2021 in order to benefit from the reduced ESICM member registration fee.

Nurses, Allied Health Professionals and Students

Participants registering as nurses, physiotherapists and allied healthcare professionals must submit proof of their status to the ESICM Registration Department at the time of registration (registration@esicm-congress.org). If proof cannot be presented the regular participant registration fees apply. Proof can be a professional card showing your status or a Letter from your Head of Department confirming your status on an official Letterhead.

To be able to register as a non-member in training, a proof of your training status must be provided during the registration process. Proof can be a confirmation from your Head of Department on an official letterhead.

To be able to register as a student free of charge, a valid student ID and a proof of age must be provided during the registration process.

Group Registration

Registrations for more than 10 (ten) participants will be handled separately as a group booking. Please contact the ESICM Registration Department.

Only fully completed group registration forms as well as fully completed name lists (including the participants full name, individual email and postal address) will be accepted. K.I.T. Group cannot be held responsible for double bookings of an individual participant or group made by another company or organisation.



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, MasterCard and AMEX): Attendees should complete the relevant section of the registration form.

2. Bank transfer: Payment is only possible until one week before the congress and should be made in EUR to:

K.I.T. Group GmbH,
Commerzbank AG, Kurfürstendamm 237, 10719 Berlin, Germany

Bank Sorting Code:	100 800 00
K.I.T. Account Number:	0 514 001 804
SWIFT-CODE:	DRESDEFF100
IBAN:	DE66 1008 0000 0514 0018 04
Reference:	S363033-ESICM21, Participant number, Name

Please note that all transfer costs must be prepaid by the transmitter.
Cheques will not be accepted.

Letter of Confirmation/Payment Receipt

A letter of confirmation/payment receipt will be sent by email once the ESICM Registration Department has received the fully completed registration form and the related payment.

Certificate of Attendance

A Certificate of Attendance for regular delegates will be made available online after the congress. Additionally, there will be a CME certificate. Further information regarding the CME certificate will be published on the congress website asap.

Registration Name Change

A handling fee of 30 Euro applies for every name and/or status change to an existing congress registration. A new registration form for the substitute attendee should NOT be submitted. However, supporting documentation for a reduced registration rate is required if applicable. Name and/or status changes will only be accepted up to 3 October 2021 by email indicating the new and old names as well as the new contact and/or status details (address, email).

Registration Cancellation Policy

The registration fee is non-refundable. There will be no refund for registrations, which were paid for and cancelled or not used.

Refund

Refund requests due to over payment or double payment will be processed after the Congress only. They must be made in writing and sent to the ESICM Registration Department by email no later than 30 days after the Congress. No refund request will be processed after this date.



Modification of the Congress Programme and Disclaimer

ESICM reserves the right to change or adapt the programme at any time before or during the event in terms of content and/or time and/or sequence.

Although every effort will be made to ensure the accuracy of the information presented in the pages of the congress website, ESICM and/or K.I.T. Group cannot accept any liability for the accuracy of all the information presented at any given time.

Connectivity or technical issues

Attendees acknowledge that it is their responsibility to ensure that they have a secure and stable internet connection, compatible operating system requirements and that their web browser is up to date in order to avoid connectivity or other technical issues when participating in the congress. ESICM, CYIM and K.I.T. Group will use their reasonable best efforts in providing access to the congress 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, he or she acknowledges that ESICM and/or K.I.T. Group is not liable. ESICM and/or 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 or a third party network operator and/or service provider.

Data Protection

1) Processing of Credit Card Details

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.

K.I.T. Group will use a payment service provider within the scope of the payment procedure for credit card use. 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 Federal Data Protection Act (BDSG). Data processing in this context is based on Art. 6 (1) lit. b GDPR (performance or conclusion of a contract).

2) Processing of other Personal Data

The processing (which includes a.o. saving, acquisition, handling data, changes, transmission, blocking and erasing) and utilization of all personal data are executed by ESICM, K.I.T. Group and CYIM in line with the European General Data Protection Regulation (Regulation (EU) 2016/679). ESICM is the data controller in this context, and its privacy policy applies.



K.I.T. Group, as the Registration Department, will process personal data on behalf of ESICM for the purposes of managing registration services. This data will include:

- Names
- Country of residence
- Email address
- Professional title
- Healthcare practice/discipline
- Professional role
- Institution/place of work
- Credit card details (see section above for details)

CYIM, as the virtual platform provider, will process personal data on behalf of ESICM for the purposes of providing the virtual platform. This data will include:

- Names
- Country of residence
- Email address
- Professional title
- Healthcare practice/discipline
- Professional role
- Institution/place of work

As part of the registration process, attendees may choose to actively consent to making their personal data, listed above, available to third parties participating in the congress via online networking activities. Third parties include other attendees and exhibiting organisations such as pharmaceutical and medical device companies. Personal data will not be provided with third parties unless actively consented to by the attendee.

3) Processing of other Personal Data

ESICM uses the virtual platform service provider CYIM, 46D, rue Louis Kerautret Botmel, 35200 Rennes, France, as the digital service provider for the execution of the congress. All content displayed on the congress website is owned by ESICM unless explicitly stated otherwise. Reproduction of any content of the congress website content in any other way requires prior permission from ESICM. The data processed during registration will be shared with CYIM.

In case of data protection inquiries related to the registration process please contact the data protection official of K.I.T. Group and its subsidiaries by email security@kit-group.org

Cancellation of the congress

In the event that the congress cannot be held or is postponed due to events beyond the control of ESICM or due to events which are not attributable to wrongful intent or gross negligence of ESICM, ESICM cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.



Under these circumstances, ESICM reserves the right to either retain the entire registration fee and to use it for a future congress within a year after the cancelled congress, or to reimburse the attendee after deducting of the costs already incurred up to the date of cancellation for the organisation of the congress and which could not be recovered from third parties.

Liability

ESICM shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of ESICM - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.

The attendee shall take part in ESICM 2021 at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organizers.

ESICM does not warrant the adequacy, accuracy and/or completeness of any information conveyed during ESICM 2021 and published on the platform.

ESICM does not guarantee uninterrupted and/or error-free access to the platform of ESICM 2021. However, ESICM endeavours to fix such interruptions as fast as reasonably possible.

External Links

Links to external and third-party sites are provided only for the convenience of those using the congress website. ESICM and K.I.T. Group are not responsible for the content of such external sites and inclusion of links does not necessarily imply support or endorsement of the content, nor does it guarantee the accuracy of the content. Although regular efforts are made to keep links current, ESICM and K.I.T. Group cannot guarantee this will always be the case.

Viruses or other technical disruptions

All reasonable attempts are made to ensure that downloadable content is free from viruses. ESICM and K.I.T. Group cannot accept liability for damage resulting from virus infection contracted from this site. ESICM and K.I.T. Group cannot guarantee a disruption free use of the congress website. Any claims for damages in this respect are excluded.

Trademarks and Copyright

All trademarks on the congress site remain the sole intellectual property of their respective owners and are used for identification purposes only.

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Copyright laws of third parties are respected as long as the contents on this congress website do not originate from the provider. Contributions of third parties on the congress website are indicated as such. However, if you notice any violations of copyright law, please inform us. Such contents will be removed immediately.

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 Terms and Conditions to be ineffective or impracticable, then the validity of these General Terms and Conditions remaining are not impaired. The ineffective or impracticable clause from the General Terms and Conditions will consequently be interpreted in good faith in order to be replaced by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

Amendments

On behalf of ESICM, K.I.T. Group reserves the right to update these general terms and conditions at any time and shall provide any attendee with a new amended version and the possibility of consent, when any substantial updates amending the contract are made.

As of May 2021

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Germany