

## General Terms and Conditions

### Definitions

K.I.T. Group GmbH Association & Conference Management is the Professional Congress Organiser (PCO) of the ESICM LIVES 40, the 40<sup>th</sup> Anniversary of the European Society of Intensive Care Medicine (hereafter referred to as the "Congress"), to be held in Madrid, Spain from 12 – 14 May 2022. The Congress will be held onsite.

The PCO, hereafter referred to as the Congress Secretariat, is the administrative organiser of the event and provides the Congress Secretariat (staff and technical infrastructure). Core tasks include the operation of the registration and accommodation services.

The European Society of Intensive Care Medicine (hereinafter referred to as „ESICM“) is an international non-profit, scientific organisation. Both entities are hereinafter referred to each as the "organiser" or jointly as the "organisers".

The following General Terms and Conditions apply to all services provided by K.I.T. Group GmbH, with headquarters in Berlin, Germany.

### General Terms and Conditions for Registration

These General Terms and Conditions are valid for each attendee registered for 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:

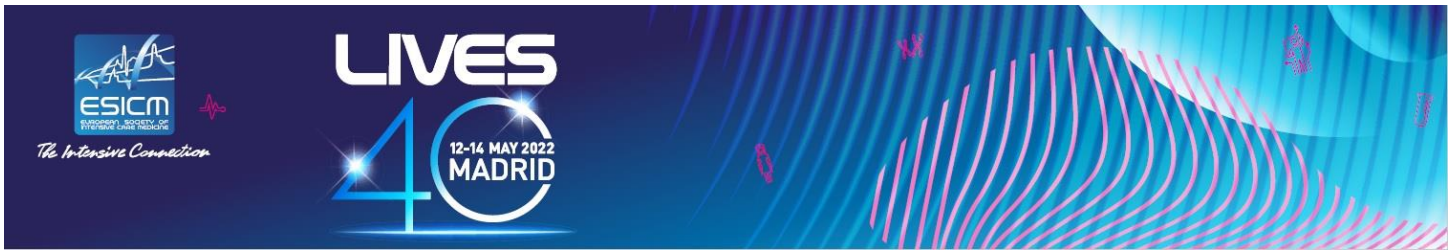
Special Fee deadline ( <i>ESICM Members only</i> ):	25 January 2022, 23:59 CET
Early registration deadline:	29 March 2022, 23:59 CET
Late registration deadline:	30 March 2022-end of the congress

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 for full congress registration includes entry to all sessions, the exhibition area, the poster area and the opening session. It does not include entry to any of the Workshops or Breakfast meetings ("Breakfast - Meet the Experts").

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](mailto: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 2022 in order to benefit from the reduced ESICM member registration fee.

## **Nurses, Allied Health Professionals and Students**

Attendees 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](mailto:registration@esicm-congress.org)). If proof cannot be presented the regular attendee 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, a valid student ID must be provided during the registration process.

## **Group Registration**

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

Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for onsite registration. There will be no refund for paid but not used badges. The deadline for the group booking is 1 May 2022.

## **Methods of Payment**

Payment is required at the time of registration. It should be made in EUR only, using one of the following methods:

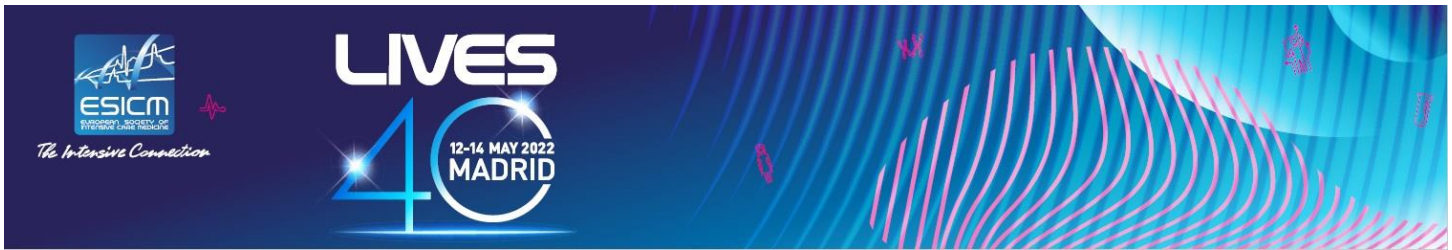
1. Credit card (Visa, MasterCard and AMEX): Attendees should complete the relevant section of the registration form.

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:	S363047-ESICM40, 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. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration and payment.

### **Letter of Invitation**

Individuals requiring an official Letter of Invitation can request one from the ESICM Registration Department. To receive a Letter of Invitation, attendees must first register to the Congress and submit payment in full.

The Letter of Invitation does not financially obligate the K.I.T. Group or ESICM in any way. All expenses incurred in relation to the Congress are the sole responsibility of the attendee.

### **Visa Requirements**

It is the sole responsibility of the attendee to take care of his/her visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. The organisers will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of 50 EUR will be refunded after the Congress if the visa was applied for in time, and an official proof of the embassy confirming that a visa could not be granted, is forwarded to the ESICM Registration Department.

### **Certificate of Attendance**

A Certificate of Attendance for regular delegates will be made available for download online after the congress.

### **Registration Name Change/Status Change**

A handling fee of 30 Euro will be charged for every name change and/or status change to an existing congress registration. A proof for the reduced fee for the substitute attendee should be submitted, if applicable. Name and/or status changes will only be accepted up to 5 May 2022 by email indicating the new and old names as well as the new contact and/or status details (address, email).

### **Lost Name Badge**

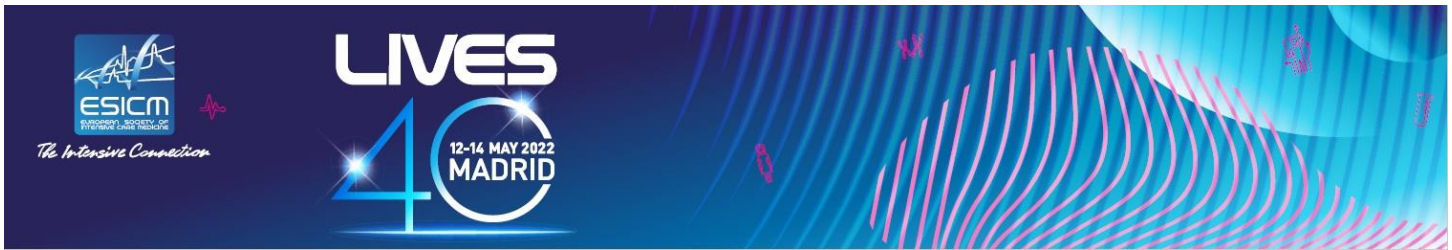
The name badge must be worn at all times during the Congress. Access to the congress facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a handling fee of 30 Euro will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.

### **Registration Cancellation Policy**

Notification of cancellation must be made in writing and sent to the ESICM Registration Department by email. No refunds will be made for registration cancellations or for cancellation of Workshops or Breakfast meetings ("Breakfast - Meet the Experts").

### **Refund**

Refund requests 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 (15 June 2022). No refund request will be processed after this date. Credit will not be given for unattended events or early termination of attendance.



### **Admission to the industry exhibition and other events organized by industry partners**

In accordance with applicable pharmaceutical and/or medical device advertising restrictions, all persons who are not considered health care professionals or who not work in or represent health care facilities will not be admitted to, and are not entitled to, the Industry Exhibition Premises or any of the events sponsored and/or supported by the Industry Partners.

### **Modification of the Congress Programme and Disclaimer**

The Congress programme is published as an indication only and may be subject to modification at any time in terms of time, location, theme, and content (in particular to the programme schedule, the appointment and/or selection of speakers, the technical environment, programme duration, etc.). The attendee has no claim to the staging of a particular speaker and/or event, to a particular event duration or to the provision of a particular content. Changes to the programme do neither constitute a right of withdrawal nor refund claim on the part of the persons registered, provided the character of the event as a specialist event in the specified subject area is not affected by the changes.

Although every effort will be made to ensure the accuracy of the information presented in the pages of the congress website, the organisers cannot accept any liability for the accuracy of all the information presented at any given time.

### **Granting of rights for photography, film and audio material for event documentation and public reporting**

The attendee hereby declares their consent to the creation of image, film and audio recordings related to the Congress and that this material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram etc.) about the event without entitlement to remuneration. The attendee explicitly gives their consent to the use of their images captured at the event for publications and communications relating to the event according to the effective law.

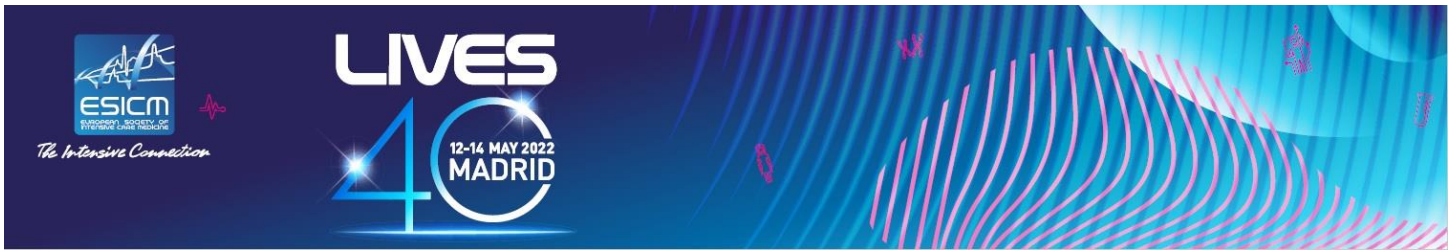
### **Data Protection**

During the registration process and the execution of the Congress the personal data of each attendee is processed. All personal data will be processed in accordance with the applicable national data protection regulations and in particular the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG).

Personal data will not be forwarded to a third party unless in accordance with Art. 6 Sec. 1 lit a-f GDPR: (a) express consent, (b) performance or conclusion of a contract, (c) fulfilment of a legal obligation, (d) protection of vital interests of the data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of the data controller and balancing of interests.

In the course of participation in the Congress, personal data may be processed by companies based in third countries outside the European Union. The attendee consents to such data processing insofar as it is necessary for his participation and the full use of the Congress services.

As some Congress exhibitors and/or satellite holders may use the Lead Capture Technology, attendees can use their name badge like a business card with them to communicate their complete contact details. In this case you decide to whom you provide your data. Please note that offering your badge to be scanned



at an exhibition stand and/or at the entrance to a satellite symposium implies your acceptance that the respective company receives your complete contact details from the organisers and may contact you, using the data.

For further details on data processing, your rights about information and access to personal data and how to contact the Data protection officer, please refer to the [privacy policy](https://react.regasus.de/regasus/api/rest/v1/content/201638526022900) at **[<https://react.regasus.de/regasus/api/rest/v1/content/201638526022900>]**.

### **Cancellation or Postponement of the Congress**

If the event cannot take place due to circumstances for which the organizer is not responsible (i.e. force majeure), or if the event must be cancelled due to circumstances for which the organizer is not responsible (i.e. frustration), the organizer shall be released from its obligation to perform. This also includes a cancellation due to pandemic reasons (COVID-19) or as a result of official orders and/or containment measures related thereto (see also section Covid-19 Regulations).

Persons with confirmed and paid registration will be refunded the fees already paid within 90 working days after the originally scheduled event date. In case of rescheduling of the congress within one year after the originally scheduled event date, the organizer may retain the registration fee earmarked for financing the replacement event. Attendees with completed registration will automatically be considered registered for the replacement event. The retention will be fully credited against the registration fees applicable at the replacement event.

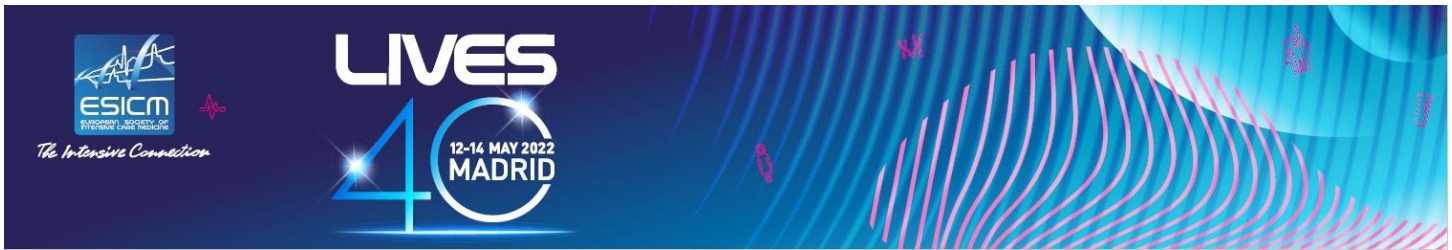
In all other cases, the organizer may deduct the costs already incurred for the organisation of the Congress and which could not be recovered from third parties. Further claims for damages or claims for reimbursement of expenses (in particular preparation costs for the congress participation) are excluded on all sides.

### **Covid-19 Regulations: Cancellation of the Congress, cancellation of attendance**

If the Congress is cancelled beyond the originally planned date of the event due to the currently valid regulations, laws, ordinances and other orders that apply in connection with the containment of the SARS-CoV-2 (COVID-19) coronavirus ("COVID-19 Regulations"), the Organizer shall be released from the obligation to perform, and each registered and fully paid participant shall receive a refund of the respective fee paid. Refunds will be made according to the procedure described above in the section "Cancellation or Postponement of the Congress".

In the event of cancellation of attendance by an attendee due to the above Covid 19 regulations in effect at the time of the event, the reversal will be governed by the principles outlined in the "Registration

Cancellation Policy" section above, with the understanding that the attendee will be refunded their registration fee regardless of the time of cancellation for a processing fee of 50.00 EUR.



### **Limitation of liability**

The organiser shall be liable for damages caused intentionally or through gross negligence by the organiser, its legal representative, executive employees or vicarious agents, irrespective of the legal grounds.

The organiser shall be liable for damages in the event of simple negligence, subject to statutory limitations of liability (for example, care in one's own affairs), only

- a. for damages arising from injury to life, body or health;
- b. for damages arising from the breach of an essential contractual obligation. "Material contractual obligations" are those obligations the fulfilment of which makes the proper performance of this contractual relationship possible in the first place and on the observance of which the respective other contractual party may regularly rely. In the event of a breach of material contractual obligations, the Organiser's liability for damages in cases of simple negligence shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the contract.

Insofar as the Organiser's liability is excluded or limited, this shall also apply to the Organiser's vicarious agents and legal representatives.

The above exclusions and limitations of liability do not apply in the event of culpable or negligent injury to the life, limb or health of persons or in the event of the express assurance of characteristics and in accordance with the Product Liability Act.

### **Hygiene and safety regulations / house rules**

Attendees are obligated to inform themselves in advance of their participation in the Congress about the currently valid regulations, laws, ordinances and other decrees that apply in connection with the containment of the SARS-CoV-2 (COVID-19) coronavirus containment ("COVID-19 Regulations"), and to comply with them. In addition, attendees are required to comply with the hygiene and safety measures and/or concept enacted by the Congress organiser.

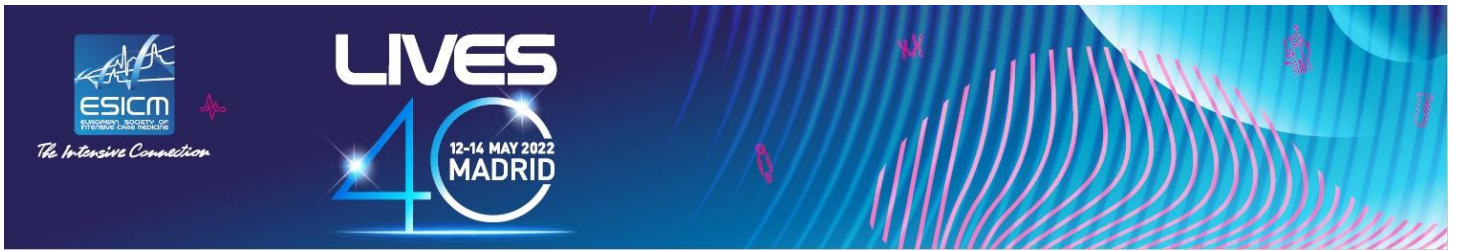
In view of the dynamic development of the coronavirus, the attendees acknowledge that the organiser is entitled to adapt the hygiene and safety measures to the current legal situation at any time and that attendees are obligated to inform themselves continuously about any changes, in particular about the hygiene and safety concept of the Congress, in particular via the Congress website.

If COVID-19 regulations in force at the time of the event stipulate that the persons participating in the event have been negatively tested for infection with the SARS-CoV-2 coronavirus, have been vaccinated, or must meet other requirements in this regard, attendees are required to adhere to these regulations and to the guidelines set forth by the organiser in this context (e.g. presentation of proof of personal access authorization).

By entering the event premises, each participant accepts the house rules of the Congress premises, which can be viewed at the registration counter. The attendee is aware that the consumption of food and beverages brought to the event is not permitted.

### **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.



### **Requirement of written form**

Oral agreements have not been made. Changes and/or additions to these terms and conditions must be made in writing to be effective. This also applies to the waiver of the requirement of the written form.

### **Severability clause**

Should individually provisions of these General Terms and Conditions of Business be and/or become invalid and/or impracticable, the remaining provisions shall not be affected thereby. Rather, the parties undertake to replace the ineffective and/or impracticable provisions with legally valid and/or practicable provisions which correspond to the ineffective and/or impracticable ones in economic terms. This also applies to any loopholes.

### **Right of modification**

The organiser may make changes and/or additions to these General Terms and Conditions at any time. The attendees will be informed of such revisions from time to time. If the changes and/or amendments concern essential parts of the contract and if the rights of the attendees are substantially changed as a result, each attendee with an existing and paid registration will be informed separately with the possibility of consent.

As of 01.12.2021

K.I.T. Group GmbH  
Kurfürstendamm 71  
10709 Berlin  
Germany