



# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



## General Terms and Conditions

### Definitions

K.I.T. Group GmbH Association & Conference Management ("K.I.T. Group") is the Professional Congress Organiser (PCO) of the ESICM LIVES 2023 Congress, the 36<sup>th</sup> Annual Congress of the European Society of Intensive Care Medicine (hereafter referred to as the "Congress"), to be held in Milan, Italy from 21 – 25 October 2023. 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 and exhibition services ("ESICM Registration Department").

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 ("GTC") 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 Terms

Early registration:	until 29 August 2023, 23:59 CET
Standard registration:	30 August - 10 October 2023, 23:59 CET
Late registration:	11 October 2023 - 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 Organiser reserve the right to refuse any registration. Only registered attendees will be permitted access to the Congress. 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 additional Pre-Congress Courses and the Educational Programme (Hands-on and Workshops) or events that can only be attended by invitation of the respective third-party Organiser or are otherwise restricted in access by a third party Organiser.

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 (valid for the duration of the Congress).



# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



### 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 2023 in order to benefit from the reduced ESICM member registration fee.

### Non ESICM Members with reduced registration fees or 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. If a proof cannot be presented the regular attendee registration fees apply. Proof can be a professional card with validity date showing your status or a currently issued 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 valid proof of your training status must be provided during the registration process and for the duration of the Congress. 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 and for the duration of the Congress.

### Group Registration

Registrations for more than 5 attendees will be handled separately as a group booking. The group registration can only be submitted online through the Group Registration Form. The same cancellation conditions as for individual registrations apply for group registrations. Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for onsite registrations. There will be no refund for paid but not used badges. Congress Secretariat cannot be held responsible for double bookings of an individual delegates 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 (12 Oct. 2023) 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:	S363058-ESICM 2023, Attendee number, Name

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



*The Intensive Connection*

# 36<sup>TH</sup> ANNUAL CONGRESS 21-25 OCTOBER



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## **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 neither directly nor indirectly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of 30 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 can be downloaded by the delegates or will be sent by e-mail to the individual delegate's e-mail address provided in the registration process 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 by email indicating the new and old names as well as the new contact and/or status details (address, email).

## **Lost Name Badge**

The assigned 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. If the written notification of cancellation is received before the early registration deadline (29 August 2023), 50% of the paid registration fee will be refunded. No refunds will be made for cancellations received after this date. Same applies for cancellation of Pre-Congress Courses and Educational Programme bookings.



The Intensive Connection

# 36<sup>TH</sup> ANNUAL CONGRESS 21-25 OCTOBER



www.esicm.org

## **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 (24 November 2023). No refund request will be processed after this date. Credit will not be given for unattended events or early termination of attendance.

## **Access**

Admission to the venue is for registered delegates only. Children and adolescents under the age of 18 are generally not admitted to the venue. Access to Congress events (i.e., the Opening Ceremony, etc.) will also be granted only to registered delegates as mentioned in section *Congress registration terms* above. Seats in the session rooms are limited. Refunds will not be made if all seats are taken. It is the responsibility of each delegate to access the session rooms in good time.

## **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 her/his 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.



The Intensive Connection

# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



www.esicm.org

### **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. This can lead to disadvantages in the enforcement of data subjects' rights, a lack of control over the further processing and transfer of data or access by state agencies for control and monitoring purposes without sufficient legal protection. By registering for the event, the attendee consents to such data processing insofar as it is necessary for his participation and the full use of the Congress services.

As a rule, personal data will not be passed on to third parties unless this is necessary for the provision of services to the attendee (e.g., the data required for payment processing will be passed on to the respective payment service provider (credit card company, bank). 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](#).

### **Cancellation of the Congress; Force Majeure; Hardship**

If the Congress cannot be held or is postponed, or if the Organiser is prevented through no fault of its own from fulfilling its obligations in connection with the Congress due to external, unforeseeable events beyond its control ("Force Majeure"), or if circumstances arise, which could not have been foreseen and in the presence of which the Organiser would not have concluded this Contract in such a way and the elimination of which cannot be carried out by economically reasonable means ("Hardship"), the Organiser shall have the right to cancel the Congress immediately after the aforementioned circumstances become known and/or to terminate the Congress without any liability and shall be released from its obligations to the attendees. In these cases, the Organiser cannot be held liable by the attendees for any damages, costs or losses such as transportation costs, accommodation costs, financial losses, lost profits, etc. In these circumstances, the Organiser reserves the right to either retain the entire registration fee and use it for a future or rescheduled Congress or to reimburse the attendee for the costs already incurred for the organization of the Congress that could not be recovered from third parties.



The Intensive Connection

# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



www.esicm.org

### **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 Organiser shall be released from the obligation to perform, and each registered and fully paid attendee may request a refund of the respective fee paid. Refunds will be made according to the procedure described above in the section "Cancellation of the Congress; Force Majeure; Hardship".

In the event of cancellation of attendance by an attendee demonstrably 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.

### **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, particularly concerning 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 attendee 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.

### **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



*The Intensive Connection*

# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



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- 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.

### **Film, photo, and video recordings**

The attendee understands that the Organiser may create image, film and audio recordings related during the Congress for educational purpose. This material can be shared and published within public reporting or used in social networks (i.e., Facebook, Twitter, etc.) about the event without entitlement to remuneration. The attendee explicitly gives her/his consent to the use of her/his images, voices and other content captured at the Congress for publications and communications relating to the Congress according to the effective law. In this respect, the attendee waives any remuneration and will not assert any claims for remuneration whatsoever. The attendee can withdraw her/his consent at any time by contacting the Congress Secretariat via email to [registration@esicm-congress.org](mailto:registration@esicm-congress.org).

### **Intellectual Property Rights**

All content (trademarks, brands, copyrights, etc.) displayed at the Congress remain the property of their respective owners and are used for identification purposes only. The content and compilations published by the providers at the digital Congress platform and/or on the event website are subject to the applicable copyright laws. The reproduction, editing, distribution, sharing and/or any kind of exploitation outside the limits of the applicable copyright laws require the written consent of the respective author and/or creator.

Downloads and copies of information, documents, files, presentations, and other content shared are only permitted if explicitly marked and solely for private use. The commercial use of content is prohibited without the consent of the author/creator. Insofar as the content on the event platform website has not been created by the Organiser, the copyrights of third parties will be observed. Contributions of third parties are marked as such on the event platform website. Should a copyright infringement nevertheless occur, the Organisers require a corresponding notice. The relevant content will then be removed immediately.

### **Indemnification for copyright infringement**

The attendee confirms that any Congress-related use or exploitation of works and/or materials employed or used by him/her in connection with an activity or on the occasion of participation in such an activity (i.e., lecture, presentation, moderation and/or other contributions, etc.) is done lawfully and in particular



# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



in compliance with all applicable copyright protection regulations and in recognition of all rights of third parties.

The attendee further confirms that the above assurance also extends to the documentation of the event and public reporting by means such as photography, filming and recording as described above. The attendee/presenter shall indemnify and hold harmless the Organiser and/or the hosting party from any claims, liability, loss or expense (including attorneys' fees as legally permissible) arising out of any breach of the foregoing representations.

### **The Congress website and its use**

Unless otherwise expressly stated or evident from the circumstances, all content displayed on the Congress website is the property of the Organiser. Each attendee with completed and confirmed registration is entitled to view any part of the Congress website and to copy or download content, provided it is used exclusively for personal or non-commercial use and third-party rights are not opposed. Any other reproduction of the contents of the Congress website requires in any case the permission of the Organiser.

### **Connectivity or technical issues**

Each attendee acknowledge that it is her/his responsibility to ensure a secure and stable internet connection, meet compatible operating system requirements, and keep her/his web browser up to date to avoid connectivity issues or other technical problems when participating in the Congress or digital Congress offerings. The Organiser will use its best efforts to provide digital access to the Congress through third-party channels. Should an attendee encounter connectivity problem due to a weak internet connection, incompatible operating system requirements, or inappropriate web browser settings, the attendee acknowledges that the Organiser shall not be liable. The Organiser shall also not be liable in case of interruption of the connection or connection problems due to circumstances beyond its control or interruption and/or malfunction of the connection or other connection problems attributable to the selected third party network operator and/or service provider.

### **Viruses or other technical malfunctions; blocking of access; disclaimer of warranty**

All reasonable efforts will be made to ensure that downloadable content is free of viruses. The Organiser cannot accept liability for any damages resulting from viruses affecting third party computer systems that originate from this website and/or any digital event platform. The Organiser cannot guarantee trouble-free use of the Congress website and/or any digital event platform. Any claims for damages in this regard are excluded.

Access to the Congress website, the associated digital offers and/or any digital event platform can be blocked temporarily or permanently if there are concrete indications that the attendee is violating or has violated these GTC and/or applicable law or if the Organiser has another justified, substantial interest in blocking access. When deciding on a blocking, the legitimate interests of the attendee will be taken into account appropriately.





The Intensive Connection

# 36<sup>TH</sup> ANNUAL CONGRESS

## 21-25 OCTOBER



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The Organiser does not guarantee the adequacy, accuracy and/or completeness of information published in connection with the Congress. Furthermore, the Organiser does not guarantee uninterrupted and/or error-free access to the Congress websites. The Organiser shall endeavour to remedy such interruptions as quickly as possible using economically reasonable means. In all other respects, the regulations from the area of connectivity or technical issues apply.

### **Blocking access**

Access to the digital Congress offers may be blocked temporarily or permanently if there are concrete indications that the attendee is violating or has violated these GTC and/or applicable law or if the Organiser has another justified, substantial interest in blocking access. When deciding on a blocking, the legitimate interests of the attendee will be appropriately considered.

### **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 01.03.2023

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Kurfürstendamm 71  
10709 Berlin  
Germany