

General Terms and Conditions of Registration

Definitions

K.I.T. Group GmbH Association & Conference Management ("K.I.T. Group") is the Professional Congress Organiser (PCO) of the **Intensive Care INNOVATION** (hereafter referred to as the "Congress"), to be held in Amsterdam, Netherlands from 5 – 7 February 2025. The congress will be held onsite.

K.I.T. Group, with headquarters in Berlin, Germany (hereinafter "Organiser"), is the administrative organiser of the registration of this event ("ESICM Registration Department").

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

The following General Terms and Conditions ("GTC") apply to all services provided by Organiser.

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.

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 event, the delegate cannot take part in the event.

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.

ESICM Members

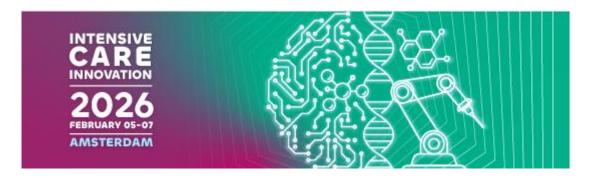
The reduced registration fees for members and members in training will be granted only to official members of the ESICM. Should your name/first name/email address be refused by the ESICM membership online identification system, please ensure first that your membership fee is paid. The ESICM membership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

Non ESICM Members with reduced registration fees

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.

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 (29 Jan 2026) 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: S363152-ESICM IF2026, Attendee number, Name

Please note that <u>all</u> 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 Organiser 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.

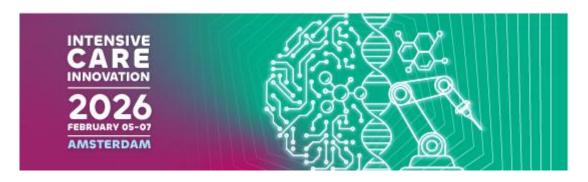
The registration fee minus a handling fee of 50 EUR will be refunded after the Congress if the visa was applied for in time, and an official proof of the embassy confirming that a visa could not be granted, is forwarded to the ESICM Registration Department.

Certificate of Attendance

A Certificate of Attendance for regular attendees can be downloaded by the attendees or will be sent by e-mail to the individual attendee's e-mail address provided in the registration process after the Congress.

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. Badges are personal, individual and non-transferable. If



printed duplicate and shared or used in breach of these rules, the badge will be deemed invalid, and entrance to the Congress will be denied. Entry may only be allowed with a valid ID Card or Passport.

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 cancellations.

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 5 days after the Congress. 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. 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.

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.

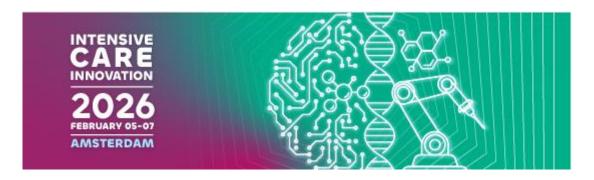
Although every effort will be made to ensure the accuracy of the information presented in the pages of the Congress website, the Organisers cannot accept any liability for the accuracy of all the information presented at any given time.

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 (e. g. Facebook, X, 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.

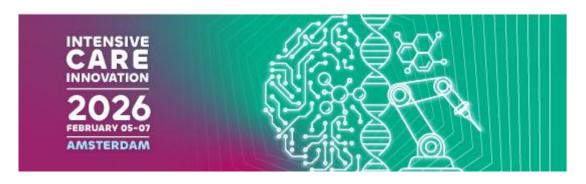
In the course of participation in the Congress, personal data may be processed by companies based in third countries outside the European Union. This can lead to disadvantages in the enforcement of data subjects' rights, a lack of control over the further processing and transfer of data or access by 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 <u>privacy policy</u>.

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.



Hygiene and safety regulations / house rules

Participants are obliged to inform themselves before or during their participation in the Congress about the currently valid official and/or Organiser-issued regulations on pandemic or epidemic-related containment measures and to comply with them. In addition, participants are obliged to observe the hygiene and safety measures or concepts issued by the Organiser and to inform themselves independently at all times about any corresponding adjustments.

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

Liability

The Organiser is liable for intent and gross negligence only.

The Organiser shall be liable for wilful misconduct or gross negligence. For simple negligence the Organiser shall be liable only in case of violation of an obligation the compliance with which is as essential prerequisite for orderly performance of this Agreement and on the due performance of which the counterpart can reasonably rely (so-called "key obligations"). Apart therefrom, the Organiser does not assume any liability for losses of any kind, irrespective of the legal basis therefor which shall also include also any pre-contractual liability.

If the Organiser shall be liable for simple negligence as mentioned above, the liability shall be limited to losses the occurrence of which it could have reasonable foreseen based on the situation known upon registration completion. The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

The above disclaimers apply also to the benefit of employees, agents and other third parties the Organiser has retained for the execution of the registration agreement.

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, X, 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.

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

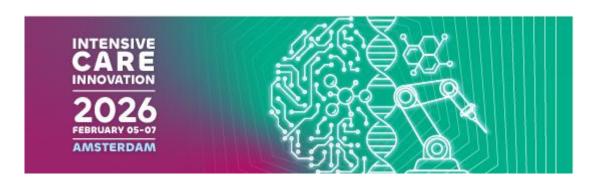
The attendee further confirms that the above assurance also extends to the documentation of the event and public reporting by means such as photography, filming and recording as described above. The attendee/presenter shall indemnify and hold harmless the Organiser and/or the hosting party from any claims, 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 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.

Right of modification

Organiser reserves the right to amend or adapt these GTC at any time. If essential parts of the registration agreement and/or the rights of the attendees are significantly changed as a result, each attendee with an existing and paid registration will be informed separately with the possibility of consent.

As of 10.11.2025

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