

## **GA<sup>2</sup>LEN e.V. – GENERAL TERMS AND CONDITIONS**

### **Preamble**

GA<sup>2</sup>LEN e.V. (hereinafter also referred to as “GA<sup>2</sup>LEN”, “we”, “us” or “our”) is the organizer of the 6<sup>th</sup> GA<sup>2</sup>LEN Global Urticaria Forum (“GUF 2022”) held in Berlin, Germany, 7 to 8 December 2022.

By purchasing a ticket for GUF 2022, you (hereinafter also referred to as “your”, “participant” or “party” and meaning all persons (or any of them including any possible lead person) named on the booking (and persons added or substituted at a later date)) accept the following “General Terms and Conditions” (“terms”).

“In writing” means by facsimile, e-mail or letter.

### **Registration**

The contract will be concluded between GA<sup>2</sup>LEN and the party attending GUF 2022 once GA<sup>2</sup>LEN has received the registration form and full payment. The registered party will then receive a confirmation receipt in writing regarding the conclusion of the contract and the registration and payment. The participant is required to inform the assigned conference organizer Remember Management if he/she does not receive such a confirmation note in due course after registration. The terms with the information contained in the booking confirmation are part of the contract.

Participants must present this receipt at the registration counter of GUF 2022 when registering as proof of their registration and payment.

It is the duty of the participant to check the registration after receipt and to organize a new and correct registration if necessary.

### **Methods of Payment**

Full payment is required at the time of registration. Payments are accepted in Euro (EUR) only, any currency conversion costs or other charges incurred in making the payment or in processing a refund shall have to be borne by the participant.

Payments can only be made online using the payment methods offered by Convervia.

### **Cancellation Policy**

Cancellation must be made in writing and sent to and confirmed in writing by GA<sup>2</sup>LEN or by the assigned conference organizer Remember Management. The registration fee will be refunded less EUR 50 administration fee for cancellations received on or before 10 October 2022. A cancellation must include all information needed to make a refund. Refunds will be processed after GUF 2022 only. No refunds will be made for cancellations received after 10 October 2022. Participants who do not attend GUF 2022 will be responsible for the full registration fee. No refund will be given for unattended events or early termination of attendance.

The registration to attend the event may only be changed, replaced or refunded at our absolute discretion. We do, however, welcome substitute participants attending in your place provided that we have ten working days prior notice of the name of your proposed substitute and have received payment in full. In this event an administrative fee of EUR 50 will be charged per change of person.

## **Cancellation of the Event**

In case that the entire event cannot be held or is postponed due to events beyond the control of GA<sup>2</sup>LEN (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of GA<sup>2</sup>LEN, GA<sup>2</sup>LEN 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, GA<sup>2</sup>LEN will reimburse the participant after deducting costs already incurred for the organisation of the event which could not be recovered from third parties. GA<sup>2</sup>LEN is not responsible for any airfare, hotel or other costs incurred by participants in preparation for attending GUF 2022.

## **Privacy**

By accepting these terms the participant also declares that he/she allows his/her personal information to be publicly accessible and displayed on the list of participants to everyone. The participant may revoke this approval at any time by writing to GA<sup>2</sup>LEN.

All personal data provided to GA<sup>2</sup>LEN for event registration will be treated confidentially. Data shall be delivered to assigned service providers, as deemed necessary for the successful performance of the event. GA<sup>2</sup>LEN will only disclose or share information with third parties if it is necessary for the fulfilment of GUF 2022.

## **Image and Sound Recording**

Within the framework of the event photographs and/or film recordings are made for the purpose of documentation and advertising. By submitting the registration form, the participant declares that he/she agrees that photographs and film footage taken during the event may be stored, used and published for documentation/advertising.

The rights granted are also transferable to third parties without the consent of the visitor to the aforementioned use. The participants renounce any kind of payment of fees and make no claims in connection with the use of the taken photographs. The photo or film permit is not a prerequisite for the participation in the event. The permit can be objected by sending a form containing the refusal by post, e-mail or fax at the time of registration and before the event.

## **Participant's Obligations**

Depending on the participant's citizenship, it may be necessary to obtain a visa to travel to GUF 2022. It is the sole responsibility of the participant to enquire about their visa requirements with diplomatic and consular representations and to collect the necessary documents in due time for the visa. GA<sup>2</sup>LEN can issue a standard visa invitation letter upon request after payment of the registration fee.

The party shall take part in the event at his/her own risk. It is the sole responsibility of the participant to get third-party insurance coverage for participation purposes.

## **Liability**

GA<sup>2</sup>LEN, its legal agents or its vicarious agents shall not be held liable under, arising out of or in connection with this agreement, in contract, tort or howsoever arising, for any damage, loss of profits, business or goodwill, or any other loss or for any indirect or consequential loss except in cases of intent and gross negligence. GA<sup>2</sup>LEN is liable without limitation for any injury of life, body or health, based on a violation of duty by GA<sup>2</sup>LEN, its legal agents or its vicarious agents. In case of breach of essential contractual duties with minor negligence, GA<sup>2</sup>LEN's liability shall be limited to typical and foreseeable damages. Essential contractual duties shall be duties that must be fulfilled in order to enter into a contractual relationship. The liability of commissioned service providers shall remain unaffected by this.

GA<sup>2</sup>LEN reserves the right to alter the venue or programme as deemed necessary. The content is provided on an "as is" and "as available" basis without any guarantees or warranties of any kind (express or implied) and GA<sup>2</sup>LEN does not accept any liability arising from any inaccuracy or omission in the content or, to the fullest extent permitted by law, arising from any infringing, defamatory or otherwise unlawful material in the Content.

## **Force majeure**

Except where otherwise expressly stated in these terms and conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by Force Majeure. Additionally we cannot accept liability or pay any compensation where any party suffers any damage, injury, expense or loss of any description as a result of Force Majeure. "Force Majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, strike, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control or the control of the supplier concerned

## **Applicable Law and Jurisdiction**

These terms are governed and construed by German law. Any conflict of law provisions shall not be applicable. All obligations shall be performed in Berlin, Germany. The Berlin courts shall have exclusive jurisdiction over all and any claims under, arising out of or connected with this contract.

## **Amendments**

Oral agreements and amendments shall not be binding if these have not been confirmed in writing by GA<sup>2</sup>LEN.

## **Severability Clause**

In case provisions of these terms may be ineffective, impracticable or invalid, the remaining terms shall remain valid. The invalid, ineffective or impracticable provisions will be replaced by clauses which resemble the actual or hypothetical intent of the parties had they known that the previous provision would be invalid, ineffective or impracticable.