

28TH  ESCRS WINTER MEETING

FRANKFURT

CONGRESS CENTRE MESSE FRANKFURT, GERMANY

15-18 FEBRUARY 2024



With the participation of the
German Society for Cataract
& Refractive Surgery

TERMS & CONDITIONS

Terms & Conditions

ESCRS 2024 WINTER MEETING OUTLINE / PROJECT DEFINITION

All items listed in this brochure apply to the ESCRS 2024 Winter Meeting in the following form and definition:

- Face to face Meeting at the Congress Center Messe Frankfurt with a projected "in-person" attendance of 1,000 delegates

RESERVATION

To be valid, your reservation must be submitted via the ESCRS online booking platform ahead of the applicable deadlines communicated by the ESCRS 2024 Congress Sponsorship and Exhibition Secretariat. Booth space, satellite symposium slots and sponsorship items allocations will be attributed according to the ranking system in place at the ESCRS Congresses based on previous participation, click here: <https://wintermeeting.escrs.org/wp-content/uploads/2022/11/ESCRS-2023-Winter-Meeting-Priority-Points-Overview.pdf> for further information. Companies will be requested to make choices, but neither ESCRS nor MCI Suisse SA can guarantee first choice. Once locations, slots and items have been attributed, no change will be possible without MCI Suisse SA's written agreement.

The submission of an order via the official ESCRS booking platform (or via signed paper order form where exceptionally applicable) constitutes a firm hire commitment and compels the subscriber to pay for the items ordered and accept both the general conditions, rules and regulations outlined here. No verbal or telephone agreement will commit MCI Suisse SA nor the Organising Committee unless confirmed in writing.

PAYMENT TERMS AND GENERAL CANCELLATION POLICY

100% of the total exhibition and sponsorship fees due shall be invoiced on booking. Payment is due within 30 days of receipt of invoice.

Notification of cancellation must be submitted to escrs.sponex@mci-group.com in writing and will only be deemed accepted once written acknowledgement has been confirmed.

The following general cancellation policy shall apply, save for the exceptional scenario described in the section concerning COVID-19 below. This cancellation policy also applies in the event of partial cancellation or reduction of booth space or other items ordered. The cancellation policy shall apply regardless of whether payment has been received or not.

Date of receipt of cancellation from sponsor/exhibitor	Cancellation fees applied
Until 60 days prior to the Meeting	50% of total order amount
Within 59 days of the Meeting	100% of total order amount

COVID-19

Mindful of the evolving situation of the Covid-19 global pandemic and of the potential for restrictions applicable to the staging of live events, the organisers will offer the following exceptional Covid-19 cancellation terms in the event of the scenario outlined below:

Scenario description	Cancellation terms applied
Cancellation of the face-to-face component of the event due to reasons directly, or indirectly, related to Covid-19 and conversion to a fully virtual event, taking place on same dates in 2024. ESCRS and MCI undertake only to cancel the F2F component if, in their opinion and owing to reasons attributable to Covid, not doing so would be unsafe or impracticable.	<p>The organisers will liaise with exhibitors and sponsors to re-assign the value of items relating to the cancelled face-to-face portion of the meeting to virtual opportunities as best as possible. Companies that do not wish to convert their items to virtual shall be reimbursed up to a maximum of 50% of their total order amount.</p> <p>General: There shall be no waiver of applicable cancellation terms for orders of Satellite Symposia or IME Symposia. These orders will be converted to the fully virtual event. There shall be no waiver of applicable cancellation terms for order forms that concern only virtual opportunities. These orders shall carry over to the fully virtual event.</p>

NB: Assuming that the event proceeds as foreseen, the organisers will not waive cancellation terms for any companies who are prevented from travelling to the event by travel restrictions. This applies if such restrictions are imposed due to Covid-19 or if they are imposed for any other reason. Companies are advised to purchase appropriate insurance cover for such a scenario.

In no scenario will the event organisers be responsible for third-party costs engaged by exhibitors or sponsors including, but not limited to, travel expenses, stand builder costs, accommodation, additional on-site service providers etc.

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FORCE MAJEURE

Outwith the scenarios described in the previous section, neither ESCRS nor MCI are responsible for either the partial or total non-execution of the contract in the event of accident, an act caused by a third party, such as Acts of God including, without limitation, credible threats of natural disaster in the geographic vicinity, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, governmental travel advisory, a governmental elevation of the terrorism alert level, civil disturbance, the issue of a Travel Warning by the World Health Organization or any other cause comparable events or disaster beyond the parties' control which prevents the Venue from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI.

In the event of force majeure, the event dates may be changed, or the latter may be purely and simply cancelled.

In the last event, the disposable funds after payment of expenses will be shared between exhibitors in proportion to their payments without it being possible to take recourse against the Organiser or the producer.

INSURANCE

The signatory renounces to take recourse against the Organisers or against the owners of the premises and undertakes to underwrite insurance policies covering all the risks incurred by the company's local rules regarding travelling. All Exhibitors are required to have Public / General Liability insurance with a minimum Limit of Indemnity of 2 Million Euro in aggregate in order to participate in the Congress and associated Exhibition. The Exhibitor shall be liable for personal injury and damage to property caused by the Exhibitor, his or her servants or agents, or by his or her equipment and activities. All Risks cover against damage and theft to the Exhibitors own property, and also to property rented/leased by the Exhibitor, shall also be arranged by each Exhibitor. Cover shall also be arranged for injury to exhibitors own employees, where applicable. Exhibitors shall ensure that any subcontractors engaged by them have similar and commercially reasonable insurances in place. It is the responsibility of each Exhibitor to ensure that they have the required insurance policies in place and the ESCRS is only responsible for damages arising from the wilful neglect of its permanent staff.

Each Exhibitor is responsible for ensuring that they have the required level of insurance in place and that each external (non-venue) contractor engaged to provide services for their booth also have the required level of insurance cover in places for the duration of the exhibition buildup, open days and dismantle. All relevant documentation must be available for inspection on-site at the booth. In any case, the insurance protection will not be given to the exhibitors by the Organisers.

LOCAL AND SITE REGULATIONS

Exhibitors shall abide by the local and site regulations with respect to law and order, safety and security. The Organisers will take appropriate action against those who do not comply with the regulations. The organizers have the authority to demand removal/change of any structure which is not in accordance with the Congress rules or cancel participation. The decision of the organizers will be final and binding.

TECHNICAL MANUAL

A Technical Manual will be sent to every registered exhibitor and sponsor in due time. This manual will contain all information regarding general conditions, safety regulations, setting up of a booth and arrangement conditions, description of the booth, specification documents and maps along with order forms and prices for furniture, decoration and all necessary services (telephone, electricity, transport, storage...)

ACCESS TO THE EXHIBITION

Access to the exhibition will only be possible to registered congress participants or exhibition participants. Access is subject to complying with all reasonable Covid related precautions

INTERPRETATION OF THE REGULATIONS AND AMENDMENTS

MCI Suisse SA is the sole competent authority as to problems arising from the interpretation of the here enclosed regulations and their enforcement. Any expenses resulting from the non-observance of the here-enclosed regulations will be chargeable to the sponsor/exhibitor. MCI Suisse SA reserves the right to change or to complete the here-enclosed regulations at any time. If any changes should occur, all participating companies will be informed.

MCI Suisse SA
Rue du Pré-Bouvier 9
1242 Satigny, Switzerland

DATA PROTECTION CLAUSE

In accordance with the "applicable data protection laws", including but not limited to laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the State of California, MCI, as data controller, processes the exhibitor/sponsor's personal data for the purposes of (i) managing and organizing the event, in particular the management of exhibitor/sponsor's stand, investment opportunities or industry symposium (ii) managing and organizing prospectation and loyalty (iii) enabling the exhibitor/sponsor to benefit from MCI services (iv) enabling the exhibitor/sponsor to receive MCI news.

Terms & Conditions

In accordance with the applicable data protection laws, the exhibitor/sponsor benefits from a right of access, rectification, limitation, deletion and portability on his data. The exhibitor/sponsor may also object to the processing of his personal data concerning him and lodge a complaint with the competent supervisory authority. The exhibitor/sponsor may exercise his rights by sending a request to the following address by contacting our Data Protection Officer (DPO): privacy@mci-group.com.

As part of their contractual relationship, MCI and the exhibitor/sponsor (hereinafter referred to as the "Parties" and individually as a "Party") undertake to comply with the applicable data protection laws. Each Party acts as an independent controller with respect to its processing of personal data in connection with this agreement. Each Party will comply with its respective obligations under applicable personal data regulations with respect to its processing of such personal data. To the extent that either Party provides personal data to the other Party pursuant to this agreement, the Party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving Party and for the receiving Party to process the personal data consistent with this agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this agreement limits a Party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

In case of personal data transfers from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of applicable data protection laws of the foregoing territories, such transfers shall be based on the terms of the European Union Standard Contractual Clauses and UK Addendum or based on any other legal means allowed by applicable data protection laws. Parties shall ensure data transfers are protected through appropriate mechanisms.

PRODUCT DISCLAIMER & COMPLIANCE

The ESCRS reminds sponsors, exhibitors and their agents or designees of their responsibility to be aware of and to abide by all guidelines and codes regarding the relationship between the pharmaceutical and medical device/ equipment industry and healthcare professionals that are applicable to your company.

Recommendations about pharmaceutical guidelines must come from your internal legal departments as ESCRS, ESCRS 2024 Winter Meeting and MCI Suisse SA may offer no advice that can be construed as legal.

Please make sure that you consult the Codes of Conduct in application which may be found here:

- <https://www.medtecheurope.org/resource-library/medtech-europe-code-of-ethical-business-practice/>
- <https://www.efpia.eu/relationships-code/the-efpia-code/>

INDUSTRY COMPANY MEETINGS & COMPANY EVENTS

It is strictly forbidden to hold company meetings and company events outside the congress venue during the official congress programme times.

Non-compliance may affect the companies' participation in future ESCRS meetings.

Company meetings can be held at the congress venue subject to available meeting spaces and their capacities.

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