

## GENERAL TERMS AND CONDITIONS OF SALE

### – PARTICIPANTS –

CURRENT AND UP-TO-DATE AS OF JULY 1, 2017

**Europa Group (“Europa”)** is a French event management company (conferences and trade shows in particular) with a € 1000 000.00 in share capital, registered with the Commercial and Companies Registry of Toulouse under number B 342 066 727.

Its corporate headquarters are located at:

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#### 1. SCOPE

- 1.1. These Terms and Conditions of Sale apply, to the exclusion of any other provision, to any registration by a participant (the “Participant”) for a conference or trade show (the “Event”) organized by Europa Group.
- 1.2. A copy of these Terms and Conditions of Sale can be consulted on the Event website at: [www.gulfpcr.com](http://www.gulfpcr.com)
- 1.3. Registering online for an Event or returning a completed registration form implies unreserved acceptance of these Terms and Conditions of Sale in their totality.
- 1.4. Europa reserves the right to modify these Terms and Conditions of Sale. Only the Terms and Conditions of Sale that are currently in effect on the day of registration shall apply to the registration in question.

#### 2. REGISTRATION - CONTRACT

- 2.1. Registration in Events is open by mail, by mailing in a completed registration form to Europa Group or by completing the registration form directly online on the Website.
- 2.2. The full payment of registration fees must be made at the time of registration, without discount. Any registration for which the registration form is incomplete or does not include payment on the terms detailed in Section 3 below will not be taken into account.

- 2.3. Once Europa receives a registration form and after payment is made, Europa will send the Participant a summary confirming his or her order and registration in the selected Event (the "Order Confirmation").

If Europa Group is unable to accept a registration from the Participant (in particular because the form has come in too late or an issue of availability), Europa will inform the Participant of this and refund his or her registration fee within 7 business days by bank transfer if payment was made bank transfer, or by credit card if the Participant paid the registration by credit card.

- 2.4. The contract is considered to be finally effective when Europa sends the Order Confirmation, subject to collection of the payment.
- 2.5. The Participant has a right to cancel his or her registration within 14 calendar days after the Order Confirmation. Participant may not claim for refund if order is placed 14 calendar dates before the Event. The Participant is not required to give any reason for cancelling a registration. If the Participant wishes to cancel a registration, he or she must give notice of this within the legally required period of time indicated above, by contacting the registration department: [gulfpcr@europa-organisation.com](mailto:gulfpcr@europa-organisation.com)

### 3. PRICES - PAYMENT

- 3.1. Rates are net priced. Europa can modify them. The applicable prices are the prices charged at the time of registration (prices reflected on the Website at the time of registration or in the hardcopy of the registration pack that the Participant receives).

They include all the services described in the hardcopy of the registration pack or online, on the Website, for the corresponding price.

- 3.2. Subject to what is stated in subsection 3.3, for orders placed before 14 calendar days from the Event, the following payment options are available:

- by credit card

Credit cards accepted for payments are Credit Card, Visa, MasterCard and American Express. Europa may have to contact the Participant by email or by telephone to ask for additional information about the identity of the buyer and the owner of the bank card.

For its payment system, Europa uses a special secure online payment service provider that complies with the payment card industry data security standard (PCI DSS).

Only one type of payment is authorized per registration.

- by bank fund transfer to the following bank account:

HSBC

Bank code: 30056

Branch code: 00951

Account number: 09510004595

RIB Key (Clé RIB): 32

International Bank Account Number (IBAN): FR76 30056003500350206243538

Swift Code: (BIC) CCFRFRPP  
Account holder:  
EUROPA ORGANISATION – HSBC FR TOULOUSE  
64, rue de Metz  
BP 624  
31001 Toulouse cedex 6

The Participant must provide the following information in the fund transfer references: his or her name, the order number and the name of the Event.

The fund transfer must be credited to Europa's account within 7 calendar days after the issue of the invoice. Otherwise, Europa reserves the right not to accept the registration and to refund the Participant for the amount of the fund transfer.

- 3.3. Payment by bank transfer will be accepted for registration orders received by Europa no later than 14 calendar days before the date of the Event. Registration payment received by Europa less than 14 calendar days before the date of the Event must be processed by credit card.
- 3.4. Once a registration fee is paid, it can only be refunded in the cases specified in subsection 2.5 and in Section 5 of these Terms and Conditions of Sale.

#### **4. OBLIGATIONS OF THE PARTICIPANT**

Registration with Europa implies acceptance of the following terms and conditions:

- 4.1. Each registration is valid only for the Event that is referred to therein and may not be accepted for another Event.
- 4.2. The Participant will receive the Event Badge at his arrival, proof of his registration. The Participant must keep the Badge for the full duration of the Event and may have to present it to security personnel if asked. The Badge is nominative and non-transferable. The Participant may be asked to present an ID card when accessing the Event.
- 4.3. The Participant agrees to comply with rules displayed at the Event location, Europa reserves the right to refuse to let any person who does not comply with this obligation take part in the Event.

#### **5. MODIFICATIONS - CANCELLATIONS**

- 5.1. In the event that, after the abovementioned time allowed for cancellation has expired, the Participant wishes to cancel his or her participant in the Event, he or she must notify Europa by email.

In such a case, the following modification and cancellation policy will be applied:

Individual Registration:

- Until 10 November 2017: 50% refund.
- No refund will be made from 11 November 2017

Name changes are possible for the SAME type of registration only. Each name change will be charged USD50. Name changes won't be possible on-site.

The Organising Committee can not be held responsible for double registration or visa refusal. In these cases, cancellation policy will be applied.

Invoice modification will be invoiced USD 100.

- 5.2. In case of necessity, and in particular if there is no speaker, Europa reserves the right to change the program of the Event. It pledges, in such a case, to notify the Participants as soon as possible.
- 5.3. If Europa is forced to cancel the Event, it pledges to notify the Participants of this as soon as possible. The registration fees will then be refunded to Participants.
- 5.4. Europa may not be held liable and no refund will be made if the Event is delayed or cancelled because of an extraordinary event or circumstance beyond the control or an act of God.

## **6. INTELLECTUAL PROPERTY - IMAGE RIGHTS**

- 6.1. The speeches of the speakers and/or documents distributed or given out during the Event are copyright protected pursuant to Sections L.111-1 et seq. of France's Intellectual Property Code. Under Section L.122-4 of France's Intellectual Property Code, *"any full or partial display or reproduction without the consent of the author or his or her beneficiaries or assigns is illegal."* Section L.122-5 of said code authorizes only *"copies or reproductions strictly reserved for the use of the copier and not intended for any collective use"* and *"analyses and short quotations,"* *"provided that the name of the author and the source are clearly indicated."* Regardless of the method used, any unauthorized display or reproduction which violates applicable legislation constitutes an infringement that is punishable under Sections L.335-2 and L.335-3 of France's Intellectual Property Code. The Participant may be held liable in the event of any unauthorized use of the speeches and/or documents distributed or given out during the Event.
- 6.2. The Participant is hereby informed that Europa may have cause to take pictures and/or shoot films in connection with the Event. Except where he or she has expressly stated otherwise, the Participant authorizes Europa to take his or her picture or film him or her in connection with the Event and to distribute and reproduce such images in all formats as part of the promotion of the Event.
- 6.3. The speakers alone are responsible for any statements they make during the Event. It is the responsibility of the Participants to verify the relevance of the opinions/recommendations made by the speakers, in particular from a medical perspective. Europa will not be liable, directly or indirectly, for any damages or losses caused by or arising from the information conveyed or the presentations given during Events.

## **7. CONFIDENTIALITY - DATA PRIVACY AND PROTECTION**

- 7.1. The data and information collected during registration are processed using computers in order to better manage the registration (in particular, to send documents relating to the registration and, whenever necessary, to enter into contact when there are changes to an Event). To this end, Europa has filed a declaration with the CNIL, France's Data Privacy and Protection

Commission, under number 886578. Europa will ensure that all information and data collected is treated as confidential. Such data is not disclosed to any business partners or to third parties, except where the Participant has given his or her express prior authorization.

- 7.2. Europa can use information and data collected in the future to market services to the Participant and to keep the Participant informed about products, services and Events marketed by Europa. The Participant can always ask not to receive such solicitations.
- 7.3. Pursuant to France's Data Privacy and Protection Act of January 6, 1978, amended in 2004, the Participant has the right to gain access and to correct his or her personal data. Such right can be exercised by emailing a request to [gulfpcr@europa-organisation.com](mailto:gulfpcr@europa-organisation.com) The Participant can also, for legitimate reasons, ask for his or her personal data not to be processed by sending a request to the same email address.

## 8. MISCELLANEOUS TERMS AND CONDITIONS

- 8.1. These Terms and Conditions of Sale are governed by the laws of France.
- 8.2. These Terms and Conditions of Sale replace and supersede the previous Terms and Conditions of a prior date.
- 8.3. If any provision of these Terms and Conditions of Sale is held to be invalid by virtue of any present or future statutory or regulatory provision, or a court order that is final and not subject to appeal and from a court or public body, the provision in question will be considered as nonexistent. The other provisions these Terms and Conditions of Sale will remain in full force and binding on the Parties.

### Standard Cancellation Form (to be completed by the participant)

I/We notify you that I/we am/are hereby cancel the contract for the sale of the service/product described below:

- ordered on \_\_\_\_\_
- received on \_\_\_\_\_
- order reference number: order number \_\_\_\_\_
- product name: \_\_\_\_\_

Name of the consumer(s) : \_\_\_\_\_

Address of the consumer(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of the consumer(s)\* – only of this form is sent by mail: