



TERMS AND CONDITIONS

1. Definitions

EBW25 shall mean the event, the Europe Biobank Week, which will take place 13-16 May 2025, Bologna Congressi, Italy. "Organiser" shall mean ESBB and BBMRI-ERIC. "Exhibitor or Sponsor" shall mean any person, firm or organisation allocated a space by the Organisers in the above-said conference, or with a confirmed sponsorship as outlined in this document. "Contractor" shall mean AIM Austria GmbH, the professional conference organiser contracted by the "Organiser".

2. Application for participation and acceptance

All applications for participation shall be made on the online booking form. The application shall be submitted to the Organiser. Upon receipt of the invoice, the Exhibitor or Sponsor will promptly transfer the required deposit equivalent to 100% of the total charges and sponsor package. The submission of the application form shall be deemed to be confirmation of participation and full acceptance of the 'Terms & Conditions' as stated herein. The application shall become a valid Contract upon the Organiser accepting the application. The application and confirmation of its receipt do not constitute grounds for any claim to approval, or to any specific location or site of stand. In particular, the Organiser is entitled to implement reductions in the number of square meters applied for if the conference area available is oversubscribed.

3. Rental of stand fitting, design, and signs

The individual design of the stand, if in excess of the services indicated in the offer, is the concern of each individual Exhibitor or Sponsor who shall apply with the official contractor for furniture, fittings, fixtures and utilities. The nature of the design shall, however, be subjected to the construction regulations applicable to the event venue and to the construction guidelines set by the Organiser. The costs of the additional material requested by the Exhibitor or Sponsor for the booth that is not already included in the offer will be billed separately, by the Contractor, AIM Austria GmbH.

4. Terms of payment

a) All payments under the Contract shall be made in the currency stated in the Contract (EURO) and any bank charges or credit card payments will be the responsibility of the Exhibitor or Sponsor. Exchange rate

differences or bank charges arising from payment in an alternative currency will be the responsibility of the Exhibitor or Sponsor. The balance or the total cost is due and payable on the dates stated on the invoice unless alternative payment terms are agreed upon. Notwithstanding anything to the contrary, full payment must be credited on the Organiser's bank account by 1 March 2025 at the latest.

b) Payment by the stipulated date is a prerequisite condition for the Exhibitor's or Sponsor's participation in the conference and use of the stand.

c) In the event of default of payment by the stipulated date in (a), the Exhibitor's or Sponsor's application shall be deemed to be cancelled, and the following penalty fees apply: 50% forfeited as penalty fees between 2 March and 13 March 2025 and 100% forfeited between 14 March and 12 May 2025. The Organiser shall reserve the right to claim all payment due from the defaulting Exhibitor or Sponsor. The Exhibitor or Sponsor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

d) Where payment is not made in accordance with the Contract the space may be re-allocated.

e) Without payment of the invoice, the free badges or discounted rates included into the company package won't be activated. Access to the floor for the EBW25 will be only given to the Exhibitor or Sponsor with no outstanding payment.

5. Cancellation and Postponement Policy

As soon as the contract has been received and approved, the Exhibitor or Sponsor is liable for all associated fees outlined in the contract. Cancellations must be made in writing to the EBW25 Office. Cancellation from 1 January 2025 to 13 March 2025: 50% of the totals amount is due. As of the 14 March 2025: 100% of the total amount is due. The EBW25 is meant to be a physical event. If decided to turn the event into Virtual event for Health and security reason due to the sanitary situation expected, by default the Exhibitor or Sponsor visibility and entitlement will be transformed into a virtual presence.

In case the Exhibitor or Sponsor decides to not support the virtual EBW25, the following cancellation policy applies: Cancellation from 1 of January 2025 to 13 March 2025: 30% of the totals amount is due. As of the 14 March 2025: 80% of the total amount is due.

6. Movement of exhibits

- a) The Exhibitor or Sponsor shall bear the responsibility and expenses for transport of exhibits to the conference venue.
- b) The Exhibitor or Sponsor shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the Organiser.
- c) The Exhibitor or Sponsor shall submit a list of exhibits to the Organiser at least one month prior to the start of the conference.
- d) The Exhibitor or Sponsor shall indemnify the Organiser against any loss or damages due to delay or damage to the conference venue.

7. Security and Insurance

The Organiser, its directors, trustees, offices, employees, agents, and representations, will not be responsible for the safety of articles of any kind brought into the conference by the Exhibitor or Sponsor, their employees, agents or contractors, members of the public or any person whatsoever. Exhibitor or Sponsor shall ensure that they are fully covered by Insurance and take out public liability and comprehensive protection. The period of Insurance shall be from the time the Exhibitor or Sponsor first enters the conference hall until all his exhibits have been properly removed to the satisfaction of the Organiser. The Exhibitor or Sponsor shall indemnify and hold the Organiser, its directors, trustees, offices, employees, agents and representations, harmless with respect to all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organiser, its directors, trustees, offices, employees, agents and representations may in any way be subject (including but not limited to members of the public, the staff of the local authorities, or the Organiser of Exhibitors' or Sponsors' staff, agents or contractors) caused as a result of any act of omission of the Exhibitor or Sponsor, representatives, employees, agents, contractors or invitees. If the Organiser so demands, the Exhibitor or Sponsor shall provide proof to the Organiser that the Exhibitor or Sponsor has adequate insurance coverage. The Organiser shall not in any event be held responsible for any loss or damages whatsoever including loss of profits suffered by the Exhibitor or Sponsor as a result of any restrictions or conditions which prevent construction, completion, alteration or dismantling, or for the failure of any service normally provided at the listed conference ground, for the cancellation or part-time opening of the conference either as a whole or in part, or for amendments or alterations to all

or any of the 'Terms & Conditions © caused by any circumstance not within their control.

8. Security Responsibility

During all periods, security of exhibits, stands and furniture is under the whole responsibility of the Exhibitor or Sponsor, his agent or contractor. The Organiser, its directors, trustees, offices, employees, agents, and representations shall not be responsible for any losses, damages to property or injuries to person incurred during the period of the exhibition, in the preliminary phase of preparation and during the removal of the exhibits at the end of the event.

9. Damage to venue

The Exhibitor or Sponsor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the conference venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of himself, employees, agents, representatives, contractors or persons by reason of the use of the conference venue by the Exhibitor or Sponsor. If the Organiser so demands, the Exhibitor or Sponsor shall insure the venue for any damage and send the insurance documents to the Organiser.

10. Indemnity of the Organiser/Exhibition Manager

Under no circumstances shall the Organiser make good or accept any responsibility or liability however arising with respect to damage, theft or loss of any property, goods, articles or things however placed, deposited or brought into or left upon the premise either by the Exhibitor or Sponsor for his use or purpose or by any other person, and the Exhibitor or Sponsor must indemnify the Organiser, its employees, agents and offices in respect thereof.

11. Compliance with laws

The applicable law for governing all the disputes that might arise in the implementation of the Terms & Conditions © is the Austrian law. Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the Exhibitor's or Sponsor's participation, from the enforcement of these regulations, or from any other contracts relating to the conference, including the Terms & Conditions © stated



herein, or by virtue of regulations or stipulations laid down or prescribed by the Organiser, shall be governed and construed accordingly and the Exhibitor or Sponsor hereby submits to the nonexclusive jurisdiction of the Austrian courts. Where disputes arise concerning interpretation, the English text of these Terms & Conditions © shall be deemed to be final.

12. Supplementary clauses

Whenever necessary to ensure the smooth management of the conference, the Organiser shall have the right to issue Supplementary regulations and instructions in addition to those in the Terms & Conditions ©. All such additional written instructions form a part of the Terms & Conditions © and are binding on all Exhibitors or Sponsors. The Organizer will promptly and duly inform the Exhibitors when such supplementary clauses are enacted.

13. Infringement of Terms & Conditions ©

The infringement of the above-mentioned Terms & Conditions ©, and any other rules and regulations determined by the Organiser, will result in the exclusion of the Exhibitor or Sponsor from the conference, and the Exhibitor or Sponsor shall have no right to claim compensation or demand refund on any payments already processed, losses or expenses, nor shall the Exhibitor or Sponsor be released from their contractual obligation to pay.

14. Force majeure

For reasons beyond their control (such as war, strikes, lockouts, riots or any such civil disturbances, pandemics and epidemics, any acts of God, including but not limited to earthquakes, floods and droughts and any other cause or circumstance of whatsoever nature beyond its control that have an impact on the arrangements, timetables or planning of a scientific meeting), EBW25 organiser BBMRI - ERIC, ESBB and/ or its agents have the right to immediately alter or cancel the conference or any of the arrangements, timetables, plans or other items relating directly or indirectly to the EBW25. The Exhibitor or Sponsor and/ or participants shall not be entitled to any compensation for damages that result from such alteration or cancellation. Furthermore, with the exception of any willful damage or gross negligence committed by BBMRI-ERIC, ESBB and/ or its agents, neither BBMRI-ERIC, ESBB nor its agents shall at any time be liable for any direct or indirect damage suffered by the Exhibitor or Sponsor and/or participants,

including consequential and immaterial damage, caused by failure to comply with any provision of this document.

15. Privacy Statement

1. Legal information

a) Your personal data will be processed exclusively based on the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

b) In accordance with Article 4 (7) of the GDPR, BBMRI-ERIC and ESBB are joint controllers in processing personal data of potential and determined Exhibitor or Sponsor.

c) In accordance with Article 28 of the GDPR, the Joint Controllers have appointed AIM Austria GmbH as Data Processor. It will be contracted as professional conference organiser (PCO) by BBMRI-ERIC and ESBB.

2. Information and data

a) The data required for the fulfillment of the Contract between the Exhibitor or Sponsor and the Organiser will be processed in compliance with the GDPR (Article 6 (1) (b)). The data categories that will be processed are the following: contact name, company name, position of the contact person, address data, contact details (email, phone numbers), VAT number, information about the selected sponsorship and exhibition opportunities, IBAN, BIC, contract data. No sensitive data will be processed. The collected data will be stored in BBMRI-ERIC's and ESBB's archives during the entire period of the organisation of the EBW25 Congress. The data will be deleted by the Joint Data Controllers as soon as storage is no longer necessary for contractual reasons and after VAT retention periods have expired. Where your personal information will no longer be needed by the data processor and data controller, the data will be disposed of in a secure manner (without further notice to you).

b) By accepting this Privacy Statement, you agree that your data will be passed on to the Data Processor, strictly for the purposes set out in the contract between the Joint Data Controllers and the Data Processor. Passing on to third parties will only take place if you give your explicit consent or if the data is requested from law enforcement authorities and/or regulatory bodies.

c) To the extent permissible under applicable law, your information will be used only for the



purpose of organizing the EBW25 Congress and for ensuring a smooth operational process and to provide any information and services that you have requested; to send you newsletters only after your consent; to manage our business relationship with you (for example, customer services and support activities).

d) Both Organisers, BBMRI-ERIC and ESBB, are responsible for collecting and storing the data from the Exhibitor or Sponsor necessary for the organisation of the event. BBMRI-ERIC, ESBB and PCO will be responsible for processing the data for providing the information and services requested by the Exhibitor or Sponsor.

e) The Data Processor does not make use of automated decision-making tools to process your data.

3. Your rights

You have the following rights with respect to the personal data concerning you: Right to information, correction, deletion, limitation of processing, objection to processing and the right of data portability. You also have the right to complain to the regulator, which is the Austrian Data Protection Authority: Österreichische Datenschutzbehörde (Austrian Data Protection Authority), Wickenburggasse 8, A-1080 Vienna, Phone: +43 1 52 152-0, Email: dsb@dsb.gv.at, www.dsb.gv.at

For questions regarding your rights, contact the BBMRI-ERIC data protection officer (DPO) at dpo@bbmri-eric.eu.

4. Contact point for exercising your rights as set forth in point 3

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8010 Graz, Austria
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