

# General Terms and Conditions for ITI Events

## General Provisions

By completing the electronic (online) registration or registering by other means for an event ("Event") organized and/or promoted by the ITI Foundation ("ITI"; a foundation under Swiss law), a contract ("Contract") between the participant and the ITI/Event Organizer is concluded. Such contract is subject to the present General Terms and Conditions ("GTC"). By completing the electronic (online) registration or registering by other means, the participant confirms knowledge and acceptance of the GTC.

## Liability Disclaimer

### Alteration of Program

The event program is correct at the time of publication by the ITI. The ITI reserves the right to alter or delete items on the program, its schedule and other aspects of its organization at its sole discretion and without advance notice. Further, the ITI reserves the right to postpone or cancel an Event. The ITI, the management or organizers and third parties that may be involved in running the Event shall not be liable, whether in contract or in tort, for any direct, indirect, incidental or consequential damage, loss of profit or any inconvenience a participant may incur as a result of such alterations, deletions, postponement or cancellation.

### Breach of Contract and Liability

Any liability, whether in contract or in tort, of the ITI, the management or organizers and third parties that may be involved in running the Event shall be excluded to the extent permitted by the applicable laws. In particular, any liability, whether in contract or in tort, shall be excluded in the case of minor or medium negligence. The ITI, the management or organizers and third parties that may be involved in running the Event shall in no way be liable for any direct, indirect, incidental or consequential damage, loss of profit or any inconvenience a participant may incur as a result of non-performance or improper performance of the Contract.

### Force Majeure

The ITI, the management or organizers and third parties that may be involved in running the Event shall not be in default (delay) and shall not be liable, whether in contract or in tort, for non-fulfillment of the Contract, in the case of such default, where non-fulfillment is the result of an event which is beyond their or their suppliers' or subcontractors' control (in each case a "Force Majeure Event"), including but not limited to: acts of God, total or partial destruction of production plants, conditions of war, insurrection or civil disturbances, revolution, acts of government, acts of terror, fire, epidemics and pandemics, quarantine restrictions, unusual severe weather conditions, embargoes or trade restrictions or any other event which is considered as Force Majeure according to international practice.

## Data Collection

The ITI and/or the event organizer handle all personal data according to prevailing laws. To register for the congress, it is necessary to collect, save and process your personal data. Information gathered at congress registration will only be used for the purposes of planning and conducting the congress and will only be passed on to third parties that are directly involved with the running of the congress and only if the organizational procedure makes it necessary (e.g. hotel). In order to provide full access to the recordings of the event, a free [iti.org](http://iti.org) account in the registrant's name will be created if an existing account is not already available.

The ITI will provide information of other similar events unless consent is withheld during registration.

### News/Media

The ITI plans to carry out filming and photography at the event for use in its educational, news or promotional material in print, electronic or other media, including the ITI website. All such material is the property of the ITI. By participating in the event, you grant the ITI the right to use these images/videos for such purposes. Only officially contracted ITI event vendors and journalists with ITI-approved press credentials will be permitted to take photographs and film material. Anyone making a recording (using personal video/audio equipment, cell phones, digital/film cameras, tape recorders or similar) without prior permission from the ITI or without proper credentials will be asked to stop using these devices immediately - the ITI does not take any liability.

### Insurance

Registration fees do not include insurance of any kind. It is recommended that participants take out an insurance policy when registering for the Event and booking travel and accommodation. The policy should include:

- loss of registration fees resulting from cancellation of event participation or cancellation of the event itself,
- loss of international/domestic airfares and hotel booking costs through cancellation for any reason,
- failure to utilize tours or pre-booked arrangements due to airline delays, strikes, force majeure or any other reason,
- medical expenses (including sickness and accident cover),
- loss or damage to personal property,
- additional expenses and repatriation should travel arrangements have to be altered.

The ITI does not take any liability for participants failing to arrange their own insurance in their country of residence.

### Cancellation of Participation

Cancellations must be sent in writing to the event registration office (contacts to be found on the event website).

Refunds will be issued as follows:

#### **On-site event**

Cancellations received by

> 90 days prior to the first event day:	100% refund
≥ 30 days prior to the first event day:	50% refund
< 30 days prior to the first event day:	No refund will be issued

#### **Online event**

Cancellations received by

≥ 30 days prior to the first event day:	100% refund
< 30 days prior to the first event day:	No refund will be issued

Registrations can be transferred to a different person until 7 days prior to the first event day. To do so, please contact the event registration office. An administration fee of 15% of the registration fee will apply.

If an ITI Event is offered onsite and online, participation can be changed from onsite to online participation. The cancellation policy as outlined above will apply.

## Miscellaneous

In the case of inconsistencies between different language versions of these GTC, the German version shall prevail.

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision by a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any contractual gaps.

## Governing Law and Jurisdiction

The relationship between the participant and the ITI shall be governed exclusively by the substantive laws of Switzerland to the exclusion of conflict of law provisions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Sales Convention) is expressly excluded.

The courts at the seat of the ITI Foundation in Basel-Stadt shall have exclusive jurisdiction in the case of any dispute between the participant and the ITI.

Should one or more of the above provisions be or become invalid, this does not affect the validity of the remaining provisions. The parties will replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same also applies to any contractual gaps.

*Status November 2023*