

# **GENERAL TERMS AND CONDITIONS**

#### Definitions

European Academy of Allergy and Clinical Immunology (hereafter referred to as "EAACI") is the registration system provider and organizer of the 15th EAACI/UEMS Knowledge Examination in Allergology and Clinical Immunology (further referred to as **Event**) which takes place on **16th October 2023** (further referred to as **Event**).

#### General Terms and Conditions for Registration

These General Terms and Conditions are valid for each candidate registered for the Event as described in **Definitions** above. Any registered person (physician, healthcare professional, student, etc.) is considered a candidate. These General Terms and Conditions are also binding for all third-party registrations.

#### **Event Registration**

Only fully completed registration forms will be accepted. The registration will only be confirmed upon receipt of payment in full. If the maximum candidate capacity is reached, EAACI reserves the right to refuse any registration. A claim for participation in the Event is excluded.

To be eligible to register for the Event, candidates must be at least 18 years old. Candidates may be asked to provide an official identity card stating their age.

To be eligible for a **Member Rate**, candidates must be an EAACI member in good standing (i.e., full membership payment received, possible proofs submitted, etc.) at the last day of the Examination Application Period.

To be eligible for a **Reduced Fee**, candidates must provide proof of residency in a country with GNP of less than USD 10,000 according to the World Bank Report before completing the registration process.

To be eligible for an **Approved UEMS Supported Rate**, candidates must send an additional application which needs to be submitted together with the regular exam application. In order to be eligible for UEMS support, all of the following criteria must be fulfilled; (i) be in training to become a medical specialist / or recently have been accredited as specialist (< 5 years); (ii) intend to work as an allergist (not necessarily from a country where an official allergy speciality exists); (iii) adhere to the core curriculum in their training programme. UEMS has the right to limit the number of applications that will be approved each year.

#### **Third-Party Registrations**

A Third-Party Registration is considered a registration processed by a person on behalf of the candidate. The General Terms and Conditions stated in this document, are applicable for each candidate registered by a Third-Party.

#### **Methods of Payment**

Payment is required at the time of registration by Credit card (Visa/Mastercard) in EUR. Candidates should complete the relevant section of the registration form.

A bank deposit method can be accepted with a written request This applies only for Third-Party registrations. Bank deposits are not accepted later than **45 days prior** to the Event Date.

# Letter of Confirmation/Payment Receipt

A letter of confirmation/payment receipt will be sent by email once the Event Registration Team has received the fully completed registration form and the related payment.



# **Registration Name Change**

Registration name changes are not allowed, except the adjustment of a spelling mistake.

# **Registration Cancellation Policy**

Notification of cancellation for all Event related registrations must be made in writing and sent to the Event Registration Team by email (<u>education@eaaci.org</u>).

No refund will be possible if a written notification of cancellation is received **within 30 days of** the Event Date. No-shows on the Event Date will be treated as late cancellations where no refund is possible.

Refunds will be available as EAACI voucher credits (can be used as payment for any future EAACI event or activity) and will be credited to individual voucher accounts of registered candidates only. In cases of cancellations due to personal matters after the cancellation deadline, please consult your personal insurance.

# Access

During the registration process, each candidate must accept the here outlined General Terms and Conditions in order to take part in the Event. Further information is provided in the Digital Examination guide at this link. Access details are strictly personal and cannot be given to any other person. We will identify all access details on our platform.

It lies in the responsibility of the individual registered candidate and/or the Third-Party to ensure the receipt of the access details to the digital platform. The registered candidate and/or the Third-Party must contact the Event Registration Team by email (<u>education@eaaci.org</u>) if access details have not been received **10 days prior** to the Event Date. EAACI cannot be held liable if candidates are not able to access the digital platform due to missing personal access details.

# Cancellation of the Event

In the event that the Event cannot be held or is postponed due to events beyond the control of EAACI (force majeure) or due to events, which are not attributable to wrongful intent or gross negligence of EAACI, **EAACI** cannot be held liable by candidates for any damages, costs or financial losses incurred.

Under these circumstances, EAACI reserves the right to either retain the entire registration fee and to use it for a future congress, or to reimburse the candidate after deducting costs already incurred for the organisation of the Event and which could not be recovered from third parties.

# Data Protection and Sharing of Contact Details

Collection and processing of personal data will comply with the applicable data protection legislation.

EAACI will collect and store all personal data for the preparation and execution of the Event only and not use the personal data for any other purposes.

When you register you will be asked to complete the online form providing for: your name, address, email address and telephone number. The above collected information is required to process, book, and complete your booking (including the sending of a confirmation email of the booking to you).

Once you have decided to proceed with the booking, your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected.

All data will be saved and processed in compliance with the applicable data protection legislation.

In order to protect and safeguard the personal data provided to us, we have implemented and use appropriate business systems and procedures. For example, your credit card information is transmitted to us through a secure server protocol, which encrypts all your personal and credit card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology. Our TLS certificate has been issued by utn.usertrust.com.

Furthermore, we have implemented and use security procedures and technical and physical restrictions for accessing and using personal information. Only authorized employees are permitted to access personal information for performing their duties in respect of our services.



Our server and network are protected by firewalls against unauthorized access, and we have intrusion detection systems that monitor and detect unauthorized (attempts to) access to or misuse of our servers.

Your credit card details will be kept by EAACI for up to three months after the end of the Event and thereafter safely deleted.

# In addition, due to the preparation and execution of the Event, we may share contact details of candidates with third parties that may use these details to contact candidates regarding activities at the Event.

Your complete contact details will only be forwarded with Art. 6 sec. 1 lit a-f GDPR: (a) your explicit consent given, (b) performance of or entering into a contract, (c) compliance with a legal obligation, (d) protection of vital interests of data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of data controller and weighing of interests.

You can find further information on data privacy in our privacy notice.

In case of data protection inquiries please contact the data protection official of EAACI and by email at gdpr@eaaci.org.

# Photography, film and audio for event documentation and public reporting

The candidate hereby understands that recordings of the digital content and the capture of images and videos to be publicly shared are prohibited.

#### **Intellectual Property Rights**

EAACI retains the copyright and intellectual property rights on their information, documents, files, presentations, and other content shared during the Event and on the platform.

#### Liability

To the extent permitted by applicable law, EAACI, its Board of Officers, Executive Committee Members and employees shall not be liable for any direct, indirect or consequential damages of any kind, loss of profits and/or loss of data arising from and in connection with the access and use of the platform and the participation in the Event. The liability of commissioned service providers shall remain unaffected by this. The candidate shall take part in the Event at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by EAACI.

EAACI does not warrant the adequacy, accuracy and/or completeness of the information conveyed during the Event and published on the website. EAACI does not guarantee uninterrupted and/or error-free access to the Event platform. EAACI endeavours to fix such interruptions as fast as possible. The candidate acknowledge that it is her or his responsibility to ensure a secure and stable internet connection, compatible operating system requirements and that his or her web browser is up to date in order to avoid connectivity or other technical issues. EAACI is not liable for interruptions and/or connectivity issues.

# Acceptance of the General Terms and Conditions

These General Terms and Conditions written on the EAACI Event website shall manage your use of our platform and the participation in the Event.

These General Terms and Conditions will be applied fully and affect your participation in the Event.

By registering for the Event, you agreed to accept these General Terms and Conditions. EAACI reserves the right to amend these General Terms and Conditions at any time. Registered candidates will be notified of such amendments. Candidates who do not accept the amended General Terms and Conditions, they shall inform the Event Registration Team by email (education@eaaci.org) within 14 days after the notification of the amended General Terms and Conditions. EAACI may exclude candidates, which do not accept the amended General Terms and Conditions from the Event.



# **Fulfilment and Jurisdiction**

These General Terms and Conditions shall be subject to Swiss law. In the event of any legal claims arising from either party, Zurich, Switzerland shall be the sole court of jurisdiction.

# **Severability Clause**

If there is a determination of these General Terms and Conditions to be ineffective or impracticable, then the validity of the General Terms and Conditions remaining shall not be impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, that best reflects the original intention of the parties.