

ESGE DAYS 2022 - SPONSORSHIP TERMS AND CONDITIONS

The following terms and conditions apply to the purchase of sponsorship options (including exhibition space) for ESGE Days 2022 Hybrid Congress held from April 28 - 30, 2022 (hereinafter referred to as "ESGE Days 2022"), organised by the European Society of Gastrointestinal Endoscopy (hereinafter referred to "ESGE").

1. Good Conduct

Sponsors shall commit themselves to mutual respect, good conduct, and loyalty. The Sponsor shall be mindful of the legitimate interests of ESGE, in particular its reputation and renown and the significance and prestige of the ESGE Congress.

2. Placement and confirmation of orders

2.1 Orders for sponsorship options and exhibition space must be made in writing using the official order form upon request from the ESGE Days 2022 Secretariat. The order form must contain a legally recognised signature. The selected items shall be treated on a first-come, first-served basis according to availability.

2.2 The order placed by the Sponsor shall be considered legally binding once the order has been confirmed by ESGE. Prior to confirmation and acceptance of the order by ESGE, no contractual arrangement exists between ESGE and the Sponsor.

2.3 Sponsors are permitted to place orders through a designated agency. ESGE requires prior written confirmation that the selected agency is working on behalf of the Sponsor. The Sponsor carries full responsibility for the business conducted by the agency on their behalf.

2.4 ESGE and the Sponsor acknowledge and agree that this business relation is not intended, directly or indirectly, to compensate ESGE and/or its employees for purchasing, ordering, prescribing, using or recommending Sponsor's products or services, and neither ESGE nor its employees are required to purchase, use, prescribe, order, recommend, promote or advertise Sponsor's products or services as a condition for this agreement.

2.5 Upon conclusion of the agreement on the sponsorship items selected by the Sponsor, each Party agrees to conduct the business contemplated herein in a manner which is consistent with both the laws applicable to the respective Party and good business ethics. Specifically, each Party warrants that in connection with this agreement, it will conduct their activities in compliance with the French Anti-Gift laws applicable to the respective Party. Furthermore, the Parties ensure that all books, records, invoices, and other documents relating to payments and expenses under this agreement are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures. If one of the parties does not fulfil its obligations, it shall hold the other party harmless from any third party's claim, damages or loss arising from this contempt of regulation requirements.

3. Payment Conditions

3.1 All prices referred to are in Euro (€) and excluding VAT, if not otherwise stated. The VAT treatment depends on several facts, which have to be assessed on an individual basis. The respective VAT rate applicable, if any, will be added. All payments must be made in Euro (€). ESGE will not accept other currencies than Euro.

3.2 All invoices must be paid in full within 14 days of the invoice date unless agreed to in writing with ESGE. Payment to be made by bank transfer. Bank details and VAT requirements will be provided on all invoices. All bank charges are the responsibility of the sender. All payments must be concluded and funds received by ESGE prior to the start of the ESGE Days 2022 on April 28, 2022.

3.3 ESGE is obliged to use the financial contribution paid by the Sponsor for financing the scientific programme of ESGE Days 2022 and to cover costs for the infrastructure to organise ESGE Days 2022. The financial contribution of the Sponsor will not be used for any entertainment.

3.4 ESGE reserves the right to change the content and format of the programme including the names of speakers without refunding any confirmed Sponsor contracts.

4. Cancellation Policy

4.1 Should an Exhibitor/Sponsor wish to cancel all or part of its participation written notification must be sent to secretariat@esgedays.org. Refunds will be based on the following schedule:

- Cancellation up until December 31, 2021: eligible for 50% refund
- Cancellation after December 31, 2021, not eligible for refund

Prior to the confirmation of an order by ESGE; no fees will be charged for cancellation or amendments to the order.

4.2 This free right of termination shall not affect the mandatory statutory right of termination and other contractual rights of termination.

5. Stand Assignment - Onsite Exhibition

5.1 Allocation of booth space in the virtual exhibition will be undertaken by ESGE according to sponsorship level (Premium, Major, General, Exhibitor).

5.2 ESGE, respectively the organisers, reserve the right to alter the layout of the exhibition area and to remove sections of the space and features such as posters, catering and networking areas where or as required.

5.3 Exhibitors agree to be present for the full duration of the onsite exhibition during the event.

6. Codes, Compliance and Ethical Business Practices

6.1 ESGE has its seat in Lyon, France and is subject to the laws of that country. ESGE wishes to inform all its sponsors that a French Anti-Gift Regulation came into effect on October 1, 2020. All companies supporting the congress are advised to review whether your company is required to obtain approval to support this event from the French authorities (Agence Régionale de Santé – “ARS”).

6.2 With respect to the use of the agreed exhibition space, the content of industry sponsored symposia, advertising activities as well as the general admissibility of the activities which the company plans to perform at the congress, the company acknowledges that it shall be solely responsible for the observance of ethical standards and all statutory rules and regulations applicable to the jurisdiction in Europe and especially, the hosting country. It is agreed that ESGE, respectively the organiser, shall not be under any obligation to inform the company of such legal provisions.

6.3 Each sponsor and/or exhibitor is responsible for the material and information provided at the congress and may only display this at their stand, at their industry sponsored symposia or at an officially and legally approved site in compliance with both the legislation of the host country and of the congress.

6.4 Intellectual property law protects the legal rights of creators and owners in relation to intellectual creativity. Participating companies are solely responsible for paying all usage rights and royalties for the use of intellectual property and copyright (music, photos, movies, artwork, etc.) used at all company’s activities during ESGE Days 2022.

6.5 ESGE does not accept any liability in case of non-compliance from sponsors/exhibitors to applicable statutory rules and regulations.

6.6 The sponsor/exhibitor shall hold ESGE harmless from any third Party’s claim, damages or loss arising from contempt of regulation requirements.

6.7 Codes of Practice and Pharmaceutical Product Promotion: All companies and associations participating in ESGE Days 2022 are advised to consult the guidelines and codes of practice applicable to the Czech Republic. It is the sponsor’s / exhibitor’s responsibility to comply with the local authority’s regulations. The company hence accepts all liability in all cases of non-compliance with these codes.

6.8 Sponsors are obliged to adhere to ESGE rules and regulations for ESGE promotions (see Point 8 below).

6.9 Hosting Corporate Events and Meetings during ESGE Days 2022: Sponsors/Exhibitors are not permitted to host corporate events or large meetings in parallel with the official scientific programme or the industry satellite programme. Hosting of such events must take place outside the congress venue and companies are required to inform ESGE of their plans in advance. Small corporate meetings (up to 10 people) may be held during the event in the industry meetings rooms available for rent within the congress venue.

7. Satellite Symposia Copyright and Usage

7.1 ESGE, as holder of the Intellectual Property Rights to the satellite symposia recordings, assigns the sponsor/exhibitor non-exclusive publication rights.

7.2 If during the recording of the satellite symposium, the sponsor/exhibitor representative notes content that may represent a legal conflict, the sponsor/exhibitor may request that this material be removed from the webinar recording.

7.3 The sponsor/exhibitor will receive the ESGE YouTube link of the edited satellite symposium recording for distribution to the sponsor's/exhibitor's interested parties. The sponsor/exhibitor is also eligible to display the webinar on the sponsor's/exhibitor's websites. In order to enable this, the sponsor/exhibitor is required to provide ESGE with the URLs of the sponsor/exhibitor website in question.

7.4 All panellists (presenters, moderators) must complete and sign the ESGE transfer of rights form. ESGE provides this form to the sponsor/exhibitor which is responsible for collecting the completed forms and returning them to ESGE one week before the live event.

7.5 The sponsor/exhibitor is entitled to use the ESGE logo which may be included in promotional materials for the Industry Symposium. When promoting the symposium please include the remark below: *"This satellite symposium is hosted in partnership with ESGE and is part of the ESGE Days 2022"*.

8. Rules and regulations for ESGE promotions

8.1 The use of any ESGE corporate branding and visuals (such as logos, images, graphics, and branding guidelines) is strictly forbidden in any advertising, publicity, signage, product, printed matter, film, video, other media etc. without prior request and subsequent written approval from the ESGE.

8.2 All submissions must be sent to yl@hamilton-services.de for approval and subject to the item related submission deadline

8.3 The following actions are not permitted on any publications and other promotions related to the ESGE Days 2022:

- Advertisement of products (product names, product photos, trade names) *
- Explicit naming of ESGE in the company symposium title or description

*Product advertisement is permitted within a designated virtual or onsite exhibition area and the industry symposia digital pages. Please refer to our Terms and Conditions above regarding compliance guidelines.



8.4 It is permitted to use ONLY the ESGE Days 2022 event visual logo to promote congress activities. This logo is the only ESGE visual that may be used and it must not be distorted or altered in any way. The logo size should be used in a manner which gives the reader the impression of a stamp of participation. Therefore, the visual size should not be larger than 10% the size of the page upon which it appears. The logo may not be placed within the header of a newsletter or article and should preferably appear at the end of any publication.

8.5 Industry Partners may not create letterheads, invitations, or other materials that give the impression of being official ESGE Days 2022 materials. The materials must clearly and primarily carry the branding of the Industry Partner.

8.6 Exhibitors or their agencies are not allowed to reproduce texts that have been specially produced by ESGE for use in publications or any material posted on the ESGE Website or other online ESGE products without prior consent from ESGE.

9. Postponement or Cancellation of ESGE Days 2022, Force Majeure

9.1 Force Majeure shall include acts of restraints of governments or public authorities, war, revolution, riot or civil commotion, strikes, lockouts (except relating to a party's own employees), blockage or embargo, epidemic, explosion, fire, flood or natural disaster, as well as attacks on our IT infrastructure (e.g. hacker attacks) or malfunctions of ESGE's IT infrastructure (e.g. hardware failure) to the extent that any of these events are beyond the reasonable control of the affected party ("Force Majeure"). It is understood between the Parties that the COVID-19 pandemic is a case of Force Majeure.

9.2 A party anticipating or affected by any event of Force Majeure shall:

9.2.1 Promptly notify in writing the other party, explaining the nature, details and expected duration of such event.

9.2.2 Such party shall also notify the other party from time to time as to when the affected party reasonably expects to resume performance in whole or in parts of its obligations hereunder, and notify the other party of the cessation of any such event; and

9.2.3 Use its best efforts to resume full performance of its obligations under this agreement as soon as reasonably practical.

9.2.4 If there are compelling reasons beyond its control which inevitably delays or prevents ESGE, however acting reasonably, from hosting ESGE Days 2022 as scheduled, ESGE has the right to postpone, shorten, close temporarily or fully or cancel the physical and virtual exhibition and to amend sponsoring items accordingly. ESGE also reserves the right to convert the hybrid event to a virtual format. Unless (i) ESGE notifies the Sponsor to cancel such year's ESGE Days 2022 at all (ii) or, where this is not the case but ESGE Days 2022 is postponed for more than six (6) months, this Agreement and any terms and conditions included therein shall remain binding upon the parties.

9.3 If, as a result of Force Majeure, ESGE Days 2022 is postponed for more than six (6) months, the party which is to be notified of such circumstances may terminate the agreement by giving written notice of termination with immediate effect to the Force Majeure party.

9.4 If, as a result of Force Majeure, ESGE Days 2022 has to be cancelled, ESGE will reimburse sponsors after deduction of costs that ESGE has paid or is obligated to pay for the organisation of the congress. The Sponsor shall thereafter be released from any further liability under this Agreement.

10. Limitation of Liability

10.1 The Parties shall not be liable towards each other for any damage, unless it is based on an intentional or grossly negligent breach of contract of the respective Party or an intentional or grossly negligent breach of contract by a legal representative or vicarious agent of the respective Party.

10.2 This shall not apply to the assumption of express warranties, to damage due to harm to life, body or health, to liability under the product liability act, and to the breach of a cardinal duty.

10.3 It is understood between the Parties that the Sponsor/Exhibitor shall not participate in the organization and hosting of the ESGE Congress and shall not assume any liability for it or be liable towards third parties, unless such liability is based on a cause of liability set forth under paragraph 1 of the present article.

10.4 ESGE shall not be liable for the Sponsor's/Exhibitor's achieving communicative goals by entering into this Sponsorship Agreement that go beyond the provision of the performance owed hereunder.

11. Final provisions

11.1 This Sponsorship Agreement shall be governed by the law of the Federal Republic of Germany with regard to its formation and its entire effects.

11.2 Place of jurisdiction for all disputes arising from or in connection with this Sponsorship Agreement shall be Munich, Germany.