



Sponsorship Terms and Conditions

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. Codes, Compliance and Ethical Business Practice

- a) Sponsors are obliged to adhere to ESGE rules and regulations for ESGE promotions (see Point 6 below).
- b) With respect to the use of agreed virtual 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 during the virtual event, 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 France. The organiser shall not be under any obligation to inform the company of such legal provisions.
- c) Each sponsor and/or exhibitor is responsible for the material and information provided during the virtual congress and may only display this at the agreed sites in compliance with both the legislation of the host country and of the congress.
- d) 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 2021.
- e) ESGE does not accept any liability in case of non-compliance from sponsors/exhibitors to applicable statutory rules and regulations.
- f) The company shall hold ESGE harmless from any third Party's claim, damages or loss arising from contempt of regulation requirements.
- g) Codes of Practice and Pharmaceutical Product Promotion: All companies and associations participating in ESGE Days 2020 are advised to consult the guidelines and codes of practice applicable France and the EU. 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.

3. Force Majeure, Payment and Cancellation Terms

3.1 Payment

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.

3.2 Cancellation Terms

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

- Cancellation until December 15, 2020: eligible for 50% refund.
- Cancellation after December 15, 2020, not eligible for refund

3.3 In the event of Force Majeure

In the event of Force Majeure and /or if none of the Parties hereto is responsible for termination, ESGE reserves the right to withhold a deduction of expenses to the sum of 30 – 40 % of the invoiced amount to cover expenses incurred.

4. Stand Assignment

Allocation of booth space in the virtual exhibition will be undertaken by ESGE according to sponsorship level (Premium, Major, General, Exhibitor). The organisers reserve the right to alter the layout of the exhibition area.

5. Satellite Symposia Copyright and Usage

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

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

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

a. Transfer of rights

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

b. Use of ESGE logo

The Company is entitled to use the ESGE logo which may be included in promotional materials for the Company webinar. When promoting the webinar please include the remark below:

"This satellite symposium is hosted in partnership with ESGE and is part of the ESGE Days 2021"

6. Rules and regulations for ESGE promotions

6.1 ESGE Days 2021

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.

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

6.2 Publications and other ESGE promotions

The following actions are not permitted on any publications and other promotions related to the ESGE Days 2021:

- 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 exhibition area and the industry symposia digital pages. Please refer to our Terms and Conditions above regarding compliance guidelines.

It is permitted to use ONLY the ESGE Days 2021 event visual (picto) to promote congress activities. This picto is the only ESGE visual that may be used and it must not be distorted or altered in any way. The picto 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.

Industry Partners may not create letterheads, invitations, or other materials that give the impression of being official ESGE Days 2021 materials. The materials must clearly and primarily carry the branding of the Industry Partner.

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.

7. Limitation of Liability

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.

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.

It is understood between the Parties that the Sponsor 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.

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

8. No Exclusivity

There are different sponsoring categories. ESGE shall be entitled to enter into a sponsorship agreement in parallel with other sponsors. It is expressly acknowledged and accepted by the Sponsor that other sponsors may be competitors.

9. Jurisdiction

Unless otherwise stated, place of jurisdiction for all disputes arising from or in connection with this Sponsorship Agreement shall be Munich, Germany.