

Terms and Conditions

Scope of Application

These Terms and Conditions stipulate the regulations for services rendered by European Academy of Neurology an association according to Austrian Law with its registered office in 1070 Vienna, Breite Gasse 4/7, ZVR 120490024 (hereinafter referred to as “EAN”) in connection with scientific events, both onsite and online, including but not limited to congresses, symposia, seminars, exhibitions, and educational programs.

Any contractual or legal declarations of contract partners of EAN or of a third party deviating from these Terms and Conditions shall not be part of the contract entered into with EAN, notwithstanding the consumption of the services offered and the payment of fees, therefore.

Binding Orders

The form “Order Form/Contract” is included in the sponsorship and exhibition invitation which is mailed to prospective sponsors. To order services from EAN, the “Order Form/Contract” must be filled in, signed by duly authorised representatives of the sponsor in due number and submitted to EAN in due time. Orders always are binding for the sponsor for a minimum period of four weeks after the industry allocation meeting and thereafter until revocation by the sponsor prior to acceptance by EAN.

Products/services offered by EAN or described in the sponsorship and exhibition invitation mailed to the prospective sponsors always are subject to availability. Submitting the order form does not yet constitute a contract about the service ordered by the sponsor. Any order can be refused by EAN without giving cause. The contract is concluded with EAN’s acceptance of sponsor’s order. EAN shall be entitled to accept only parts of the services/Sponsorship items ordered. EAN shall not become subject to any obligations prior to EAN’s acceptance of sponsor’s order.

Terms of payment

1. Payments shall become due upon receipt of invoice. EAN may grant payment in instalments stated on the invoice.
2. All related charges, interest and fees shall be borne by the sponsor. If the payment will be done by credit card, 3.5% of the full amount will be charged as handling fee.
3. All payments must be received by the stated deadlines and in all cases before the start date of the event. In the event EAN offers payment in instalments and payment dates are not met, the entire remaining unpaid amount of the invoice shall become due within seven days without EAN being obliged to give further notice. In the event full payment has not been effectuated, EAN shall be entitled to deny services and access to the event.
4. In case payment is not received 4 weeks before the event, a penalty fee of 10% of the open invoice amount will be charged.
5. All published prices are in Euro (€) and are subject to applicable VAT.

6. Payments is to be remitted to:

Name of account holder:.....European Academy of Neurology

Street address of account holder:Breite Gasse 4/7

City, postal code, and country:Vienna, 1070, Austria

IBAN code:AT83 5400 0002 1400 7650

Swift Code:.....OBLAAT2L

Bank Name:Oberoesterreichische Landesbank Aktiengesellschaft

EAN's VAT Number:ATU64517909

Cancellation by sponsor

- 1. Industrial exhibition and scientific business suite:** When an exhibit space confirmed in writing is cancelled by the sponsor, the rental fee still has to be paid. In case the exhibit space can be let again, EAN shall be entitled to a handling fee in the amount of 20% of the price. If only parts of the cancelled space can be let again, a 20% handling fee for the part let again and the full price for the remaining space not let again shall remain due.
- 2. All other services:** When a service confirmed by EAN is cancelled by the sponsor, the full amount shall remain due.

Force majeure

If an event must be cancelled or changed due to reasons that are not within EAN's responsibility or influence, in particular due to reasons of force majeure, including but not limited to war, strikes, acts of terrorism, natural disasters, black outs, cyberattacks, epidemics, pandemics and government measures, EAN shall not be liable for any compensation and EAN shall not be subject to any obligations to refunds other than those stipulated in the Special and General Terms of Cancellation.

In order to mitigate risks of cancellation, EAN is entitled to offer events in hybrid form. An event offered in hybrid form is an event both organised onsite and virtual in parallel. If the onsite event must be cancelled or significantly reduced, in particular but not limited to the number of participants allowed, because of reasons of force majeure, EAN shall be entitled, only to stage the virtual event whereby EAN shall also be entitled to reasonably postpone the virtual event in the event the time to prepare the content should not be sufficient according to the assessment of EAN. In case of cancellation of the onsite event, the mutual rights and obligations remain applicable unchanged, and the sponsor shall not be entitled to any refunds unless stipulated otherwise in the Special Terms of Cancellation.

Special Terms of Cancellation:

The products/services (also referred to as "Sponsorship items") offered by EAN in connection with events are classified from Class A to Class F. The classification of the respective Sponsorship item is shown in the sponsorship and exhibition invitation. In case of cancellation of the onsite event, EAN shall be entitled to change the services to be rendered to the sponsor as follows:

Class A: Onsite sponsorship item. In case of cancellation of the onsite event, EAN shall be entitled to transfer 70% of the value of this item into virtual sponsorship items (Class B) or sponsorship items available onsite and/or virtual (Class C). 30% will be refunded.

Class B: Virtual sponsorship items. In case of cancellation of the onsite congress, these items will be distributed new according to sponsorship level. No refund is possible.

Class C: Sponsorship item available onsite and/or virtual. In case of cancellation of the onsite congress, this item will remain for the virtual congress. No refund is possible.

Class D: Sponsorship item is only available onsite. In case of cancellation of the onsite congress costs will be 100% refunded.

Class E: Virtual upgrades to onsite sponsorship items. In case of cancellation of the onsite congress costs will be 100% refunded.

Class F: Sponsorship items/grants which are independent of how the congress will be organised. No refund possible.

Damages and Security

1. EAN shall not be liable for damages of third parties caused by sponsor, sponsor's staff and by the people working under the sponsor's control and for damages of the sponsor, sponsor's staff or of people working under the sponsor's control caused by third parties.
2. The exhibition area will not be guarded during opening hours and between opening hours. The conference rooms and exhibition areas will merely be locked at night. It is the sole responsibility of the sponsor to provide for the safety of the sponsor's exhibits.

Insurance

The sponsor shall arrange for sufficient insurance coverage for the risks in connection with the event, including but not limited to property, accident, and liability insurance.

Liability

It is the sponsors' responsibility to comply with the local authority's regulations and with the technical and safety regulations required by the operator of the congress venue.

The sponsor shall furthermore adhere to the Codes of Conduct of the following organisations:

- EFPIA (European Federation of Pharmaceuticals Industries & Associations) www.efpia.org
- IFPMA (International Federation of Pharmaceutical Manufacturers & Associations) www.ifpma.org
- MedTech Europe (alliance of EDMA and Eucomed) www.medtecheurope.org
- Code of Practice on the Promotion of Medicines

EAN shall be under no obligation to monitor sponsors' compliance with these regulations.

With the exception of personal injury, EAN's liability shall be limited to damages caused intentionally or through gross negligence. EAN shall not be liable for pure financial losses including but not limited to loss of profit and frustrated expenses.

EAN Privacy and Data Security Policy

EAN will not use any data provided for purposes other than the purposes necessary for the performance of the sponsorship contract. For EAN to fulfil the contract it may be necessary to transfer sponsor's data to third parties (e.g., service providers). EAN's Privacy and Data Security Policy apply (<https://www.ean.org/Privacy-Policy.3883.0.html>).

Rules and Regulations

Sponsor shall adhere to the Rules and Regulations (Annex 1) as published on the website of EAN under <https://www.ean.org/congress2022/industry>. EAN shall be entitled to reasonably adapt the Rules and Regulations to the requirements of the respective event. EAN shall announce such adaptation of the Rules and Regulations in due time prior to the respective event.

Miscellaneous

Any changes and amendments of a contract shall only be valid and binding when made in writing and signed by both parties.

Applicable Law and Place of venue

This Agreement shall be subject to Austrian Law without giving effects to its laws on conflicts. Vienna shall be the place of venue; EAN, however, shall be entitled to file any claim against the Sponsor with the courts having jurisdiction over the registered office or any branch of the Sponsor.

Rules and Regulations (Annex 1)

Industry allocation meeting

The allocation of sponsorship items especially exhibition space and slots for satellite sessions will be at the industry allocation meeting. The meeting is aimed at creating a fair and transparent allocation process for the industry. Order forms and/or sponsorship requests submitted after this meeting or of companies not participating at the meeting will be allocated on a first come, first-served basis after the meeting.

- By 7 September 2021 all companies, who wish to participate in the allocation process must return the signed order forms.
- The sponsor who is spending the highest amount according to the signed order forms is allowed to choose first. All items offered in this Sponsorship and Exhibition Invitation except Meeting Rooms count towards this amount (ranking).
- EAN will analyse the requests and will contact companies whose first choice(s) cannot be accommodated because a higher ranked sponsor might have chosen the same. Final selection will be at the industry allocation meeting.
- EAN will prepare the ranking of the participating companies, the exhibition floor plan, and the satellite session schedules to be presented at the meeting
- At the meeting, representatives of the companies (one company after the other according to the ranking) will be invited to make their final selection and sign on the respective overview.
- Following the industry allocation meeting, all companies will receive the written and duly signed order confirmation from EAN

Satellite Sessions

Satellite Sessions (such as Satellite Symposium, 3-Day Satellite Sessions, Early Bird Satellite Session and Forum Talks) are scientific sessions sponsored by the industry, which may be attended by registered congress participants without any extra charges. Time slots for these are available depending on the format on all congress days.

Speakers and Chairs

1. Speakers can only participate twice in the satellite sessions programme, but only once as chairperson.
2. Members of the EAN Board, the local organising committee, the teaching course sub-committee and the programme committee must not chair or speak at a satellite session.
(<https://www.ean.org/home/organisation/committees-and-working-groups>)
3. The lectures presented during a satellite session underlie the full responsibility of the speakers. Speakers will have to include a Conflict-of-Interest statement on the first slide of their presentations.
4. Satellite Session organiser are asked to pay attention to diversity, such as gender and geographical spread in the choice of their speakers/chairs.
5. Approved speakers and co-chairs are to be invited by the sponsoring company. Registration fees for speakers are included according to the product descriptions.

Programme

1. Satellite Sessions are part of the official scientific programme but organised by a sponsoring company.
2. The organisers must submit the preliminary programme (**including title, speakers, and lectures**) until the deadline **16th February 2022** to the Programme Committee for quality approval of the scientific content. In order to avoid duplication of content and speakers within the main congress programme (symposia, educational sessions, focused workshops), companies are asked to carefully review the congress programme on the website.
3. Approved satellite sessions will be mentioned as such in the programme and the virtual congress platform. Changes in the topic are unacceptable after booking. Changes in the programme must be submitted no later than **3rd May 2022**.
4. Satellite session programmes must not include any product names or product information. No commercial names may appear in the titles of the satellite sessions or in the titles of the individual presentations and lectures.

Publications / Promotion

1. All publications and printed material issued in association with the satellite sessions (also post-congress publications; in print and electronic) must be submitted to the Programme Committee for approval and must mention: “Satellite Symposium, 3-Day Satellite Sessions, Early Bird Satellite Session or Forum Talk at the 8th Congress of the European Academy of Neurology”. The sponsor is responsible for involving his chairpersons and speakers in development of such printed materials and must have their approval prior to printing and distribution. Promotional material can be distributed at the sponsor’s exhibition booth and at the entrance of the satellite session hall 15 minutes before the start. Beyond that, no distribution of material is allowed in and around the congress centre.
2. Material related to satellite sessions **must not** contain any product information.
3. The congress logo may be used on invitations
4. Abstracts are not published in the official abstract supplement. Organisers are however free to publish their own satellite session supplements. Satellite session organisers may publish their abstracts as a supplement to the *European Journal of Neurology*; please contact Silvana Losito: slosito@wiley.com.

Technical Equipment

Technical equipment of session rooms must be used, and additional services and equipment must be ordered through EAN suppliers at own expenses. No other AV companies are allowed without prior notice of EAN. Additional costs occurring for EAN suppliers due to use of other companies must be covered by the sponsor. **EAN strongly recommends using the presentation management system of EAN.**

Satellite Sessions Miscellaneous

1. A small onsite reception (before or at the end of a satellite session except forum talks) or lunch boxes may be offered by the sponsor. No other activities are allowed.
2. 15 minutes’ time for set-up and clean-up will be allocated to every satellite session organiser (except forum talks). Any extra cleaning cost arising from catering ordered by the organiser is the responsibility of the organiser.
3. EAN will only cooperate with the official agency chosen and announced by the sponsoring company for the logistics of the satellite session. These companies must abide by the rules and regulations.

Exhibition and Sponsorship - Booth Activity and Promotional Regulations

1. The main activity of any exhibition booth should be the presentation of the exhibiting company and/or its products or services.
2. Companies may organise booth activities in line with the information they have to communicate. Booth activities should be focused on the product and scientific information. Companies should ensure that the perception of the activity is above all the transfer of knowledge.
3. All booth activities are subject to review by the Programme Committee. The Programme Committee does not accept activities that feature non-scientific gimmicks. Approval requests have to be sent in writing to the organisers at least 2 months before the congress.
4. Promotional activities within the exhibition surface are allowed if they do not interfere with the running of the conference (i.e., must not be in parallel to the scientific morning and afternoon sessions) nor disturb your fellow exhibitors. Any activities such as “meet the experts” or other presentations must be approved by the organiser.
5. The projection of films and slides, the production of music and/or sound as well as the use of lighting, computer monitors, and television screens is acceptable within the booth space as long as no disturbance is caused. Talks and presentations are only allowed with headphones and audience must be seated. Sound and lighting effects must be contained within each booth area.
6. If EAN judges that a disturbance is being caused, the exhibitor is to halt the activity immediately. If this is not done, EAN reserves the right to make the necessary arrangements at the expense of the exhibitor.
7. These rules are analogously also effective for the industry network area within the EAN Virtual Congress.

Meeting rooms

1. Rooms may be hired for staff briefings, for meetings with associated professionals, such as speakers/ investigators, and for small, closed meetings.
2. Companies may offer light refreshments to those attending such meetings.
3. Activities such as ‘Meet the Professor’ or ‘Meet the expert’-type events, scientific presentations, educational events, or any similar activity that would detract from the EAN scientific programme or compete with other approved sponsored activities, are expressly forbidden in these rooms.
4. Please note that commercial and/or product presentations are not allowed.
5. The meetings must be invitation-only, with a maximum of 20 attendees depending on room size.
6. The meetings must not be promoted in any form prior to or during the Congress.
7. One rollup with logo and meeting room number in front of the room is allowed.

Scientific Business Suites

Scientific Business Suites are closed rooms and may not be used to exhibit or promote company’s products or to organize activities, such as media briefings, press conferences, Satellite Symposia, or other sessions.

Industry - Social Events – Networking

Companies / sponsors / exhibitors are prohibited to stage their own events – neither inside nor outside the congress venue – parallel to the EAN scientific and networking programme without prior approval.

House rules – congress venue

1. The rules of the congress venue do apply and are binding to all sponsors. Whoever does not follow these regulations will be excluded from the exhibition/sponsorship activity after a first warning. Copies of these regulations can be provided upon request.
2. Material safety and fire certificates of all stand materials must be available for controls during build-up.
3. Representatives of the public authorities as well as technical staff from the congress venue must be allowed access to your booths, meeting rooms, scientific business suites and other onsite facilities at all times.

General Congress Miscellaneous

1. The official language of the EAN Congress is English.
2. All flyers, items for distribution, promotional materials, and presentations at booths as well as information on stand displays and for satellite sessions must be in English. Documents uploaded to the industry network area profiles within the virtual congress may also be in other languages than English.
3. Industry partners are fully and solely responsible for information they display, presentations they hold and items they distribute to participants.
4. Distribution or display of materials by an industry partner or its agents is limited to the company's exhibition space and the entrance of the satellite session hall 15 minutes before the start. Beyond that, no distribution of material is allowed in and around the congress centre.
5. Professional filming and photographing are not permitted in congress sessions and in the exhibition without the organizer's prior permission. An official congress photographer is onsite. Please note that pictures of the exhibition are taken only for documentation and will not be used for marketing activities.

Amendments to the Rules and Regulations:

Any matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of EAN.