

UNITED EUROPEAN
GASTROENTEROLOGY

ueg week

VIRTUAL 2021

Annex 2

Industry Terms & Conditions

October 3-5, 2021

UEG Week Virtual 2021 – Industry Terms & Conditions

These General Terms and Conditions apply when a Sponsor orders sponsorship options for **UEG Week Virtual 2021** held virtually from October 03 - 05, 2021 (hereinafter "UEG Week Virtual 2021") and/or for **Postgraduate Teaching Course** held virtually from October 22 – 23, 2021 (hereinafter "PGT Virtual 2021"), organised by United European Gastroenterology GmbH, Wickenburggasse 1, 1080 Vienna, Austria, email: office@ueg.eu (hereinafter "UEG").

1. Online Order and conclusion of contract

- 1.1. Sponsorship options can only be ordered through our online shop. The Sponsor first places an order via our shop. After that UEG confirms/accepts the sponsorship order via email. By accepting such Sponsor's order a legally binding contract between the Sponsor and UEG is concluded. Before such acceptance of the Sponsor's offer no contract on or with respect to the sponsorship exists between the Sponsor and UEG.
- 1.2. Online orders must be submitted by the Sponsor on his own name and behalf. However, the Sponsor is also entitled to commission an agency with the order. UEG will not consider requests from unknown agencies or agencies whose Sponsors are unknown to UEG. If an agency is involved in the booking process for a Sponsor's activities at UEG Week Virtual 2021, the Sponsor has to confirm in written to UEG:
 - a) the agency's name
 - b) contact person
 - c) contact details
 - d) the role of the agency.
- 1.3. By concluding an online order, the Sponsor's representatives agree that UEG uses Personal Data as defined in UEG's Privacy Policy which can be found here: [www.ueg.eu/privacy-policy/].
- 1.4. UEG and the Sponsor acknowledge and agree that this business relation is not intended, directly or indirectly, to compensate UEG and/or its employees for purchasing, ordering, prescribing, using or recommending Sponsor's products or services, and neither UEG 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.
- 1.5. Upon conclusion of the agreement on the sponsorship items selected by the Sponsor, the Parties agree to conduct the business contemplated herein in a manner, which is consistent with both the laws applicable to the respective Party and the good business ethics. Specifically, the Parties warrant that in connection with this agreement, they will conduct their activities in compliance with the anti-bribery/anti-corruption/anti-money-laundering laws being applicable to the respective Party. Further, the Parties shall indemnify, 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.

2. Payment conditions

- 2.1. 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 (€). UEG will not accept other currencies than Euro.

- 2.2. UEG will issue and provide to the Sponsor invoices in a timely manner after acceptance of the Sponsor's order by UEG.
- 2.3. Payment must be made within 45 days of receipt of the invoice (hereinafter "Payment Period") **but in any event before the first date of UEG Week Virtual 2021**. If payment is not made by the due date, UEG is entitled to charge eight per cent (8 %) default charges per annum or terminate the contract, withdraw confirmation of acceptance, make other arrangements in respect of the sponsorship item ordered by the Sponsor and seek compensation for breach of contract.
- 2.4. UEG is obliged to use the financial contribution paid by the Sponsor for financing the scientific programme of UEG Week Virtual 2021 and to cover costs for the infrastructure to organise UEG Week Virtual 2021. The financial contribution of the Sponsor will not be used for any entertainment.
- 2.5. For the avoidance of doubt, no refunds will be granted in case of modification of the programme, cancellation of speakers or any other incident during UEG Week Virtual 2021.

3. Sponsor's right of amendment and withdrawal

- 3.1. At any time prior to UEG's confirmation of the Sponsor's order, the Sponsor is entitled to amend and/or to withdraw from his order free of charge.
- 3.2. Once we have confirmed the Sponsor's order, the Sponsor may no longer change and revoke his order free of charge and is obliged to pay the full remuneration.

4. Liability & Warranty

- 4.1. UEG does not warrant that the UEG Week Virtual congress platform ("virtual congress platform" before and after its transmission to our website referred to in the following as "virtual congress platform") will operate in an uninterrupted or error-free manner, that this site is free of viruses or other harmful components.
- 4.2. As far as legally permissible, UEG, its board of directors, members of the board of directors and employees are not liable for direct, indirect or consequential damages of any kind, loss of profit and/or loss of data, which arise from and in connection with the access and participation in UEG Week Virtual 2021.
- 4.3. The Sponsor acknowledges that it shall be solely responsible for the observance of ethical standards and all statutory rules and regulations applicable. It is being agreed that UEG shall not be under any obligation to inform the Sponsor of such legal provisions.
- 4.4. The Sponsor is responsible for the material and information provided at UEG Week Virtual 2021. This also applies to any link to third party webpages and social media channels and any content available on such third-party webpages and social media channels. UEG is not involved in the activities carried out by the Sponsor and its officers, employees and consultants on the virtual congress platform, and is not in any way liable for any decisions made by any of the foregoing such as advice, assessment, recommendations, appraisals, reviews, feedback(s) or any consideration, or services based on the information or documents or any tool in any form, shown and/or available on the virtual congress platform.

- 4.5. Publication of works or material or any type of communications as well as participation in discussion forums is strictly voluntary and on the Sponsor's entire and sole responsibility.
- 4.6. UEG reserves the right to delete, remove or edit any communications at any time, for any reason and within its unfettered discretion, but has no obligation to do so and shall not be held liable to review or remove any such content. UEG may access, save, store and disclose any of the content made available by the Sponsor on the virtual platform if required to do so by law or if UEG in a good faith believes that any of the foregoing is reasonably necessary to: (a) comply with legal requirements; (b) enforce the registration agreement; (c) respond to and defend claims that any content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of UEG, its officers, directors, employers, agents, other users or the public.
- 4.7. The Sponsor will be held liable for activities organised on its behalf by their official appointed agency.
- 4.8. **Applicable to Pharmaceutical Companies only:** In accordance with EFPIA's Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organizations ("Code"), Sponsor is required to and UEG herewith authorizes the Sponsor to document and publicly disclose any transfers of value made directly or indirectly to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs) in connection with this Agreement or its performance. Such disclosure takes place in order to ensure transparency in the dealings between pharmaceutical companies and HCPs and HCOs. Notwithstanding, UEG may at its sole and unfettered discretion withdraw its consent to collect, use, transfer and publish the Data at any time with immediate effect by written notice or email.
- 4.9. In case delegates attend an Industry Symposium or visit a virtual exhibition booth stand, they are asked to give their consent that personal data, comprising full name, address, (institute/company, department, address) and email address is being passed on to the respective sponsor. In case the Sponsor books a 'lead generation option', the contact details of these delegates who have given consent to share their contact data will be provided to the Sponsor by UEG post-congress. The Sponsor shall use this personal data only for the purpose of providing marketing and information material relating to the field of digestive health as well as information on scientific events.

5. Intellectual property

- 5.1. The Sponsor warrants to UEG, indemnifies and holds UEG harmless that the Sponsor has legal title, either to ownership or upon a license, to provide and make available any information, music, photos, movies, artwork, videos, footage, logos, trademarks etc. used for and made available at any Sponsor's activities at UEG Week Virtual 2021 (hereinafter "IP-Materials"). The Sponsor is solely liable for paying all royalties which accrue for the use of IP-Materials. UEG shall not be held liable in case of non-compliance of the Sponsor to applicable statutory rules and regulations and the Sponsor shall indemnify and hold harmless UEG in respect to any infringement of intellectual property rights and copyrights of third parties by the Sponsor's activities at UEG Week Virtual 2021.
- 5.2. All trademarks owned by UEG or any other third party appearing on the virtual congress platform or made available to the Sponsor through the services performed on the congress platform, if any, are the property of their respective owners.

- 5.3. The Sponsor grants UEG a non-exclusive royalty-free sub-licensable license to use all IP-material, so that UEG can use these materials during UEG Week Virtual 2021 and for further marketing purposes free of any charge. After UEG Week Virtual 2021, UEG is entitled to use the IP-material on its internal learning platform.
- 5.4. The Sponsor may withdraw the license and permission of use at any time and without giving reasons. His obligation to pay the fee according to point 2.2 remains unaffected.
- 5.5. The Sponsor indemnifies UEG from claims of third parties, damages or losses, which result from the disregard of the rights of third parties. The Sponsor assures and guarantees that the submitted IP-material and the intended use of the same does not violate any rights of third parties.
- 5.6. Sponsor must submit IP Material of sufficient quality and warrants that its intellectual property meets at least the technical minimum standards set forth in a separate technical guideline document which UEG shall provide to the Sponsor in due time.
- 5.7. It is strictly forbidden to copy, film, take photos or record any presentation of UEG Week Virtual 2021 without the prior consent of UEG. Please note that all talks will be recorded and published on the virtual congress platform shortly after the talk and will be available for all congress delegates, provided the speaker has given his/her consent. This also includes all abstracts and E-Posters.

6. Postponement or Cancellation of UEG Week, Force Majeure

- 6.1. 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 UEG'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").
- 6.2. A party anticipating or affected by any event of Force Majeure shall:
 - 6.2.1. promptly notify in writing the other party, explaining the nature, details and expected duration of such event.
 - 6.2.2. 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
 - 6.2.3. use its best efforts to resume full performance of its obligations under this agreement as soon as reasonably practical.
 - 6.2.4. If there are compelling reasons beyond its control which inevitably delays or prevents UEG, however acting reasonably, from hosting UEG Week Virtual 2021 as scheduled, UEG has the right to postpone, shorten, close temporarily or fully or cancel the virtual exhibition and to amend sponsoring items accordingly. Unless (i) UEG notifies the Sponsor to cancel such year's UEG Week Virtual 2021 at all (ii) or, where this is not the case but UEG Week Virtual 2021 is postponed for more than six (6) months, this Agreement and any terms and conditions included therein shall remain binding upon the parties.

- 6.3. If, as a result of Force Majeure, UEG Week Virtual 2021 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.
- 6.4. If, as a result of Force Majeure UEG Week Virtual 2021 has to be cancelled, UEG shall promptly refund to the Sponsor any amount of the Financial Contribution that has been paid by the Sponsor, but not already spent or contractually agreed to be spent by UEG for fulfilling its obligations under this Agreement or in relation to the (scheduled) hosting of UEG Week Virtual 2021 and the Sponsor shall be released from any further liability under this Agreement. The same applies if the Agreement is terminated pursuant to Section 6.3.

7. Final provisions

- 7.1. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed with substantive Austrian law with the exclusion of its conflict law rules and the regulation on the law applicable to the contractual obligations (Rome I). Disputes in connection with this Agreement or its performance shall be with the civil courts of Vienna, Austria being competent for the First District of Vienna – Wien Innere Stadt.
- 7.2. Nothing in this section will preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, if necessary to protect the interests of such Party. Any claim by the Sponsor against UEG must be made in writing within four weeks from the last date of the UEG Week Virtual 2021 unless such claim shall be time barred.