

EUROPA GROUP'S GENERAL TERMS AND CONDITIONS OF SALE

– PARTICIPANTS –

REF 01M – UPDATED NOVEMBER 2023

Professeur Serge Bracard for ABC WIN Association, Association registered under regulation dated year 1901

Headquarters located at:

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1. SCOPE

1.1. These Terms and Conditions of Sale apply, to the exclusion of any other provision, to any registration by a participant (the "Participant") for an Event (the "Event") organized by Professeur Serge Bracard for ABC WIN Association (the "Event Organizer" or the "Organizer").

1.2. The Event Organizer is the Participant's co-contractor. However, registrations are made with the agent appointed by the Organizer, the company EUROPA GROUP and its subsidiaries (hereinafter "Europa", located 19 Allées Jean Jaurès – 31015 Toulouse - France), which has all power to bind the Organizer within the framework of these general terms and conditions and to collect the registration fee in the name and on behalf of the Event Organizer.

1.3. A copy of these Terms and Conditions of Sale can be consulted on the Event website, (the "Website")

1.4. The fact of registering online for an Event or by returning a completed registration form implies unreserved acceptance of these Terms and Conditions of Sale in their totality.

1.5. The Event Organizer reserves the right to modify these Terms and Conditions of Sale. Only the Terms and Conditions of Sale that are currently in effect on the day of registration shall apply to the registration in question.

2. REGISTRATION - CONTRACT

2.1. Registration to the Event is done by completing the registration form directly online on the Website.

2.2. The full payment of registration fees must be made at the time of registration, without discount. Any registration for which the registration form is incomplete or that does not include the payment on the terms detailed in Section 3 below will not be considered.

2.3. Once Europa receives a registration form and after payment is made, Europa will send the Participant a summary confirming his or her order and registration in the selected Event (the "Order Confirmation").

If the Event Organizer is unable to accept a registration from the Participant (in particular because the form has come in too late or an issue of availability), Europa will inform the Participant of this and refund his or her registration fee within 7 business days by bank transfer if payment was made by check or bank transfer, or by credit card if the Participant paid the registration by credit card.

2.4. The contract is finally formed when Europa sends the Order Confirmation, subject to collection of the payment.

2.5. The Participant has a right to cancel his or her registration within 14 calendar days after the Order Confirmation. This right of withdrawal can no longer be exercised 14 days or less before the Event. The Participant is not required to give any reason for cancelling a registration. If the Participant wishes to cancel a registration, he or she must give notice of this within the legally required period of time indicated above, by returning the standard cancellation form included at the end of these Terms and Conditions of Sale to this address: Europa Group - Service Inscriptions - 19 allées Jean Jaurès - BP 61508-31015 Toulouse cedex 06 - France. The registration fee will then be refunded within no more than 14 calendar days.

3. PRICES - PAYMENT

3.1. The Prices per Participant include taxes. The Event Organizer can modify them. The applicable prices are the prices charged at the time of registration (prices reflected on the Website at the time of registration or in the hardcopy of the registration pack that the Participant receives).

They include all the services described in the hardcopy of the registration pack or online, on the Website, for the corresponding price.

3.2. Subject to what is stated in subsection 3.3, for registrations made less than 14 calendar days before an Event, the following payment options are available:

- by bank fund transfer to the following bank account:

HSBC

Bank code: 30056 - Branch code: 00350

Account number: 03502062435 - RIB Key (Clé RIB): 38

International Bank Account Number (IBAN): FR76 30056003500350206243538

Swift Code: (BIC) CCFRFRPP

Account holder:

EUROPA GROUP – HSBC FR TOULOUSE

64, rue de Metz - BP 624 - 31001 Toulouse Cedex 6 - France

The Participant must provide the following information in the fund transfer references: his or her name, the order number, and the name of the Event.

The fund transfer must be credited to Europa's account within 7 calendar days after it receives the registration. Otherwise, Europa reserves the right not to accept the registration and to refund the Participant for the amount of the fund transfer.

- by credit card online on the Website.

Credit cards accepted for payment are Credit card, Visa, MasterCard and American Express. Europa may have to contact the Participant by email or by telephone to ask for additional information about the identity of the buyer and the owner of the bank card.

EUROPA's payment system has been entrusted to a service provider specializing in securing online payments that complies with the payment card industry data security standard (PCI DSS).

Only one type of payment is authorized per registration.

3.3. Once a registration fee is paid, it can only be refunded in the cases specified in subsection 2.5 and in Section 5 of these Terms and Conditions of Sale.

4. OBLIGATIONS OF THE PARTICIPANT

Registration to an Event implies acceptance of the following terms and conditions:

4.1. Each registration is valid only for the Event that is referred to in the order confirmation and may not be accepted for another Event.

4.2. Access conditions and control

4.2.1. In case of in person participation to the Event, the Participant will receive the Event Badge by email before the Event or at his arrival at the Event venue, which is the proof of his registration. The Participant must keep the Badge for the full duration of the Event and show to security personnel if asked. The Badge is nominative and non-transferable. The Participant may be asked to present an ID card when accessing the Event.

4.2.2. In the case of online participation to the Event, access to the platform hosting the Event is done using the usernames and passwords created by the Participant during the registration process or provided by the Organizer in the registration confirmation or created by the Participant upon receipt of a personalized invitation sent by Europa. These usernames and passwords are confidential, unique, personal, and non-transferable.

4.2.3. The Participant must ensure the permanent compatibility of his technical environment with the platform used by Europa for a remote event. Technical recommendations are available on the Event website.

4.3. The Participant agrees to comply with rules displayed at the Event location, or the Terms of Use for an online event. The Event Organizer reserves the right to refuse to let any person who does not comply with this obligation take part in the Event.

4.4. The Participant also agrees to comply with any official regulation in force, including sanitary restrictions, applicable to the Event (presentation of sanitary pass, security checks, etc.). The Event Organizer reserves the right to refuse to let any person who does not comply with this obligation take part in the Event.

5. MODIFICATIONS - CANCELLATIONS

5.1. If necessary, the Organizer may be required to modify the Event:

5.1.1. With 15 days' notice:

- Shift, advancement, or postponement, not exceeding 30 days from the start and end dates of the Event. Beyond 30 days, the cancellation rules referred to in Article 5.3 will apply.
- Change of location, in the case of an in-person event

5.1.2. Without notice, including during the Event:

- Modification of the Event program
- Modification of the start and end times of the Event

5.2. If, the withdrawal period referred to in Article 2.5 having expired, the Participant wishes to cancel his participation in the Event, he must notify Europa before the event by e-mail, or letter. In this case, the Organizer will in principle cancel the access badge to the face-to-face Event and / or deactivate the login credentials for the remote digital Event. Any cancellation request must be sent to to def-seminar@europa-organisation.com and following conditions will apply:

Refund of registration fee will be as follows:

- Cancellation received until and including July 16, 2024 - full refund minus €60 administrative fees.
- Cancellation received between July 17 and August 16 (included) 2024 – minus 50%
- From August 17, 2024 – no refund will be made.

The Organizing Committee is not responsible for double registrations. In these cases, the cancellation policy will be applied.

5.3. Neither the Organizer nor Europa can be held liable if the Event is delayed or canceled due to force majeure or fortuitous events.

If the Organizer is forced to cancel or transform the Event, the Organizer undertakes to notify the Participant as soon as possible and following conditions will apply:

a) In case of total cancellation of the Event, whether in person, online or hybrid:
Registration fees will be reimbursed after deduction of administrative fees (60€)

b) In case of cancellation of in person participation possibility to a hybrid event:
No hybrid event will be held. Full refund.

c) In case of cancellation of online participation possibility to a hybrid event:
No hybrid event will be held. Full refund.

d) In case of transformation of an in-person event into an online event:
No hybrid event will be held. Full refund.

e) In case in person participation possibility is limited, in compliance with any official and legal sanitary guideline in force at the date of the Event:

Europa will keep the registration for in person participation up to the official limit on a first-come first-served basis (date of payment will prevail) and will offer following modalities to other participants registered on the date of entry into force of the gauge:

If the organizational conditions allow it, online participation in the Event will be organized and reimbursement of the difference between the price paid and the price set by Europa for online participation.

Or reimbursement of registration fees, after deduction of 40 euros for administration fees.

5.4. The amounts refundable according to the conditions of 5.3 will be refunded, either by bank card if payment was made using a bank card, and by bank fund transfer in the other cases. In case of a reimbursement by bank transfer, the Participant has a period of 3 months post-event to provide his/her full banking details. Passed this period of 3 months, refund will no longer be possible.

5.5 If Europa receives a cancellation request less than 7 business days before the Event, the Participant will not be able to claim any refund even if he or she does not attend the Event for which he or she registered, unless the request is made pursuant to the right to cancel participation described in subsection 2.5.

6. INTELLECTUAL PROPERTY - IMAGE RIGHTS

6.1. The speeches of the speakers and/or documents distributed or given out or made available during the Event are copyright protected pursuant to Sections L.111-1 et seq. of France's Intellectual Property Code. Under Section L.122-4 of France's Intellectual Property Code, *"any full or partial display or reproduction without the consent of the author or his or her beneficiaries or assigns is illegal."* Section L.122-5 of said code authorizes only *"copies or reproductions strictly reserved for the use of the copier and not intended for any collective use"* and *"analyses and short quotations,"* *"provided that the name of the author and the source are clearly indicated."* Regardless of the method used, any unauthorized display or reproduction which violates applicable legislation constitutes an infringement that is punishable under Sections L.335-2 and L.335-3 of France's Intellectual Property Code. The Participant may be held liable in the event of any unauthorized use of the speeches and/or documents distributed or given out during the Event.

6.2. The Participant is hereby informed that the Organizer of the Event or Europa may have cause to take pictures and/or shoot films in connection with the Event. Except where he or she has expressly stated otherwise, the Participant authorizes both the Organizer of the Event and Europa to take his or her picture or film him or her in connection with the Event and to distribute and reproduce such images in all formats as part of the promotion of the Event.

6.3. The speakers alone are responsible for any statements they make during the Event. It is the responsibility of the Participants to verify the relevance of the opinions/recommendations made by the speakers, in particular from a medical perspective. Neither the Organizer of the Event, nor Europa will be liable, directly, or indirectly, for any damages or losses caused by or arising from the information conveyed or the presentations given during Events.

7. DATA PROTECTION

7.1. Personal data

Personal data collected by Europa group are processed in accordance with Europa Group data protection policy, which you will find at following URL <https://www.europa-group.com/en/legal-notice>

7.2 – Cookies

During a visit to the congress website, cookies may be installed in your user terminal. The information relating to the use of cookies by the website, their management and their deletion are detailed in the "Cookies Policy" accessible on the website page <https://www.europa-group.com/en/cookies>

8. MISCELLANEOUS TERMS AND CONDITIONS

8.1. These Terms and Conditions of Sale are governed by the laws of France.

8.2. These Terms and Conditions of Sale replace and supersede the previous Terms and Conditions of a prior date.

8.3. If any provision of these Terms and Conditions of Sale is held to be invalid by virtue of any present or future statutory or regulatory provision, or a court order that is final and not subject to appeal and from a court or public body, the provision in question will be considered as nonexistent. The other provisions these Terms and Conditions of Sale will remain in full force and binding on the Parties.

Standard Cancellation Form

I/We hereby notify you that I/we am/are hereby cancel the contract for the sale of the service/product described below:

- ordered on _____
- received on _____
- order reference number: order number _____
- product name: _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Date: _____

Signature of the consumer(s)* – only if this form is sent by mail.