

# IAS 2019 TERMS & CONDITIONS for SATELLITES and EXHIBITION

#### 1. Definitions

These Terms & Conditions for Satellites and Exhibition are valid for every organization applying for a satellite symposium or an exhibition space at the  $10^{th}$  IAS Conference on HIV Science (IAS 2019) to be held in Mexico City, Mexico, 21 – 24 July 2019 (hereinafter referred to as "the conference"). They were adopted for the protection and security of the conference participants, exhibitors, all personnel, and other people present at the conference, with the purpose of giving fair conditions to all exhibitors and satellite holders. These rules must be accepted by all exhibitors and satellite holders, their employees and their contracted staff. The International AIDS Society (IAS) is hereinafter referred to as "the conference organizers".

#### **Third Parties**

It is understood and agreed that the exhibiting company or satellite organizer is ultimately responsible for payment of all charges incurred. In the event that the named third party does not pay the owed amount by the build-up day, the charges will revert to the exhibiting company or satellite organizer.

## 2. Applying for an Exhibition Space

All exhibition space applications must be made through the IAS Satellites and Exhibition Tracker (ISET). The IAS 2019 Satellites and Exhibition Department reserves the right to accept or reject any application. Organizations wishing to apply for exhibition space must follow the criteria for acceptance, which include:

- supporting the vision and goals of the conference
- addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic.

Stand and floor spaces are assigned by the conference organizers. Only Major Industry Sponsors receive the right to select their location. The conference organizers then assigns stand and floor spaces on a first-come, first-served basis according to the dates by which applications are received and fully paid for. Spaces will be grouped in island formations according to the type of organization and standard guidelines.

Only fully completed exhibition space orders will be accepted. The exhibition space order will be confirmed only upon receipt of full payment in accordance with the Terms & Conditions. The conference organizers reserves the right to accept or reject applications and to assign spaces as it sees fit.

Requests for changes will not be entertained. Exhibitors purchasing "Space Only" must communicate their booth size (LxW) to the IAS 2019 Satellites and Exhibition Department by 1 April 2019. Should the dimensions not be communicated in due time, the IAS 2019 Satellites and Exhibition Department will consider that the length and width are the same size and the booth is square.

If, due to an unprecedented demand, the conference reaches exhibition space capacity and is unable to accept further applications or offer increases to existing booth spaces, a waiting list will be initiated. In this case, the organizations requesting a space, or additional space, must register their interest with the IAS 2019 Satellites and Exhibition Department. In the event of cancellations by existing exhibition space holders, the IAS 2019 Satellites and Exhibition Department will contact exhibitors on this waiting list on a first-come, first-served basis.

The IAS 2019 Satellites and Exhibition Department has the right to revise the location and time of the Exhibition, to curtail the time or to cancel the Exhibition at any time. Any change in the duration of the Exhibition does not entitle the exhibitor to cancel the space booking or to request a reduction of fees, or to put forward a claim for damages or costs thereby incurred.

The exhibitor is permitted to participate in the event only during the official opening times as indicated in the Exhibitor Manual (released early 2019), unless otherwise requested and approved by the IAS 2019 Satellites and Exhibition Department. During exhibition hours all booths must be continually staffed. Note that each exhibitor must be registered to access the convention centre.

It is the exhibitor's responsibility to advise the IAS 2019 Satellites and Exhibition Department of problems with any orders, and to check the invoices issued for accuracy prior to the final day of the conference. If the exhibitor provides a credit card for payment and charges are rejected by the credit card company for any reason, the IAS 2019 Satellites and Exhibition Department and its suppliers reserve the right to continue attempting to secure the payment through that credit card for as long as unpaid balances remain on the exhibitor's account. The IAS 2019 Satellites and Exhibition Department might request the exhibitor to pay by bank transfer in case payment by credit card is rejected.

# 3. Applying for a Satellite Symposium

All satellite applications must be made through the IAS Satellites and Exhibition Tracker (ISET). The IAS 2019 Satellites and Exhibition Department reserves the right to accept or reject any application. Organizations wishing to apply for satellites must follow the criteria for acceptance, which include:

- supporting the vision and goals of the conference
- addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic.

If the satellite symposium is accepted by the IAS 2019 Programme Department, the satellite organizer must submit a complete satellite symposium outline including presentation titles and final speaker names no later than three weeks prior to the conference. Complete instructions on how to proceed will be sent to all organizers.

Session rooms must be vacated immediately after the satellite symposium. If the company or its acting agent fails to vacate the room in time, the IAS 2019 Satellites and Exhibition Department reserves the right to remove and store or dispose of the items left in the allocated room at the company's expense. Satellite symposium organizers will have time to set up for their satellite

according to the conference programme. Anyone attending a satellite symposium must be registered to the conference in order to access the convention centre.

Scheduling of all satellites is at the discretion of the conference organizers. Scheduling is handled on a first-come, first-served, first-paid basis, according to the dates when applications are received, and in line with the satellite organizers chosen time slot (90-min / 120-min, regular / prime) and requested room capacity. Only Major Industry Sponsors receive the right to select their satellite symposium slot.

## 4. Placing Orders on ISET

- Exhibitors and satellite holders must use ISET to order a space or a shell scheme, a session slot, and (if relevant) additional equipment or services.
- Orders placed on ISET will not be accepted until exhibitors and satellite holders have checked the box stating that these Terms & Conditions have been read and accepted. All orders placed on ISET are subject to these Terms & Conditions; unpaid orders are equally subject to the Cancellation Policy fees outlined below.
- The booking is binding and the payment is to be processed immediately upon receipt of the invoice. Exhibition space, satellite symposia and any other item ordered will only be confirmed to the client upon receipt of full payment. Non-payment of the invoice within a reasonable period implies immediate cancellation of the order. Onsite, exhibitors with an outstanding amount will not be entitled to set up their booth. Satellite holders with an outstanding amount will have their session(s) cancelled.
- Any additional services ordered through selected suppliers will be subject to their own terms and conditions. Please make sure you are aware of these when placing your orders.

#### 5. Payment Conditions

- Payments should be made in full in advance and in USD only, using a credit card or by bank transfer. Personal cheques, company cheques or USD cheques are not accepted.
- All bank fees and money transfer costs must be prepaid by the transmitter.
- Orders over USD 30,000 must be paid by bank transfer.
- If requested by the conference organizers, a proof of payment should be provided.
- Depending on the type of equipment or services and where the company is registered, VAT may apply.
- In case of overpayment, refund requests must be made in writing and sent to the IAS 2019 Satellites and Exhibition Department, by email, no later than 1 September 2019. Refunds will be processed after the conference and will be made in the same form as the original transaction. For original payments made by bank transfer, the cancellation notification must indicate a bank account to which a refund may be remitted. The IAS 2019 Satellites and Exhibition Department will return payments minus 5% administration fee.

# 6. Cancellation Policy

- Notification of cancellation must be made in writing and sent to the IAS 2019 Satellites and Exhibition Department, by email. The cancellation will not be effective until a written acknowledgement from the IAS 2019 Satellites and Exhibition Department is received.
- All orders placed on ISET are subject to these Terms & Conditions; unpaid orders are equally subject to the Cancellation Policy fees outlined here.
- A cancellation or a reduction of the order will follow a strict refund policy:
  - 90% of the total amount, if the cancellation or reduction request is received before Midnight CET on 1 February 2019
  - 50% of the total amount, if the cancellation or reduction request is received between 2 February and Midnight CET on 31 March 2019
  - NO REFUND if the cancellation or reduction request is received after 31 March 2019
- Credit will not be given for unattended events or early termination of attendance.

#### 7. Cancellation of the conference

In the event that the conference cannot be held or will have to be changed due to events beyond the control of the conference organizers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizers, the conference organizers cannot be held liable for any damages, costs or losses incurred, such as transportation costs, accommodation costs, financial losses, all charges for exhibition space, satellite symposia, equipment and services ordered up to and including the date of cancellation.

Under these circumstances, the conference organizers reserve the right to either retain the entire amount paid and to use it for a future conference, or to reimburse the exhibitor/satellite organizer after deducting costs already incurred for the organization of IAS 2019 and which could not be recovered from third parties.

# 8. Liability

The conference organizers (including the IAS 2019 Satellites and Exhibition Department) and official suppliers do not accept any responsibility nor obligation, in all cases and at all times, for any damage, either caused by exhibitors' merchandise or their property or personnel, as well as for the loss or theft of any belongings during the period of the exhibition, including build-up and dismantling. All exhibitors are obliged to purchase their own insurance policies against any and all risks, as this is their responsibility. Proof of this insurance can be requested by the conference organizers at any time. This certificate also needs to be presented during the Exhibitors Check-in. In case you are not able to provide a certificate, you will not get permission to build up or access your booth. The insurance policy should cover damage to their furnishings and fittings during the entire time of the exhibition, including the time allotted for build-up and dismantling, as well as during the exhibition days themselves, as the IAS 2019 Satellites and Exhibition Department is not liable for personal or property damage.

The exhibitor is liable for all damages caused by him/herself, by staff, by visitors and clients and by any agent acting for the exhibitor. Should the premises be destroyed or damaged by fire

or the elements or by any other cause, or if any circumstances whatsoever, including strikes, shall make it impossible for the conference organizers to permit any exhibitor or exhibitors to occupy the premises, the exhibitor shall pay for space only for the period the space was or could have been occupied by said exhibitor. The conference organizers are released from any kind and all claims for damage that might arise in consequence thereof. The exhibitor is responsible for the costs of replacing any damaged goods of any company at the event, re-establishing or renewing any part of the installations of the exhibition and setup in case of damage or laceration, if these are caused by him and/or his agents, contracted staff, or an employee or person hired on behalf of the exhibitor.

In case of cancellation of the conference, if, for whatever reason, the conference does not take place, any credits outstanding after payment of expenses incurred will be shared among the exhibitors in proportion to the sums they have paid. Exhibitors expressly renounce all right of appeal, on whatever grounds, against the decisions of the conference organizers.

# Data protection and sharing of contact details

The IAS will collect and store all personal data for the preparation and execution of the 10<sup>th</sup> IAS Conference on HIV Science (IAS 2019). Data protection is warranted in accordance with the Swiss Data Protection Act and the Tele Service Data Protection Act.

The IAS warrants that it shall at all times process personal data from Third Parties in accordance with the applicable data protection laws, including from 25 May 2018 the European General Data Protection Regulation (GDPR).

### IAS Principles and Values of Conference Participation

By attending the 10<sup>th</sup> IAS Conference on HIV Science (IAS 2019), delegates agree to comply with the IAS Principles and Values of Conference Participation. The full policy is available on the conference website and onsite at the registration counters.

## Fulfillment and jurisdiction

This contract is subject to the law of Geneva, Switzerland. The terms of this contract shall be fulfilled in Mexico City, Mexico, and, in the event of any legal claims arising from either party, Geneva, Switzerland shall be the sole court of jurisdiction.