

# GENERAL TERMS AND CONDITIONS OF SALE – PARTICIPANTS

CURRENT AND UP-TO-DATE AS OF JANUARY 1, 2020

## I - REGISTRATION

The CEB (Congresses and Exhibitions of Bordeaux)  
Head office: Rue Jean Samazeuilh - CS 20088 - 33070 Bordeaux cedex  
SIRET number 453 091 316 00019

representative of

The association Loi 1901 BIOMAT  
Head office: Domaine de Carreire, Boite 84, 146 rue Léo Saignat - 33076 Bordeaux cedex  
SIREN number 339 491 888  
Not subject to VAT in accordance with article 261-7-1° of the general tax code

### 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 a conference (the "Event") organized by the CEB (representative of the association BIOMAT) and for which INSIGHT OUTSIDE is in charge of registration management.

1.2. A copy of these Terms and Conditions of Sale can be consulted on the Website or the registration platform at: <https://www.esbbordeaux2022.org>

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

1.4. The CEB (representative of the association BIOMAT) 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 open 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 taken into account.

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

If **INSIGHT OUTSIDE** is unable to accept a registration from the Participant (in particular because the form has come in too late or an issue of availability), INSIGHT OUTSIDE 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 considered to be finally formed when INSIGHT OUTSIDE 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. There will not be possible to cancel the order and be refunded 14 calendar days 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 sending out a cancellation request by email to [contact@esbbordeaux2022.org](mailto:contact@esbbordeaux2022.org) or by returning the standard cancellation form included at the end of these

Terms and Conditions of Sale by postal mail to this address: INSIGHT OUTSIDE - Service Inscriptions - 26 avenue Jean Kuntzmann, 38330 Montbonnot - France. The refund will then be proceeded within no more than 14 calendar days.

### 3. PRICES - PAYMENT

3.1. The Prices per Participant include taxes. The CEB (representative of the association BIOMAT) 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. For registrations made before the Event, the following payment options are available:

- **by bank fund transfer** to the following bank account:

CREDIT COOPERATIF

Bank code: 42559 - Branch code: 10000 - Account number: 08001897081 - RIB Key (Clé RIB): 59

International Bank Account Number (IBAN): FR76 4255 9100 0008 0018 9708 159

Swift Code: (BIC) CCOPFRPPXXX

Account holder:

INSIGHT OUTSIDE - Crédit Coopératif

26, rue Gustave Eiffel - 38000 Grenoble, 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 INSIGHT OUTSIDE's account within 7 calendar days after it receives the registration. Otherwise, INSIGHT OUTSIDE reserves the right not to accept the registration and to refund the Participant for the amount of the fund transfer.

- **by credit card** on the registration form:

Credit cards accepted for payment are Visa, MasterCard and American Express. INSIGHT OUTSIDE 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.

For its payment system, INSIGHT OUTSIDE uses a specialty secure online payment service provider 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 with INSIGHT OUTSIDE implies acceptance of the following terms and conditions:

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

4.2. The Participant will receive the Event Badge at his arrival, 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 nontransferable. The Participant may be asked to present an ID card when accessing the Event.

4.3. The Participant agrees to comply with rules displayed at the Event location, the CEB (representative of the association BIOMAT) 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. In the event that, after the abovementioned time allowed for cancellation has expired, the Participant wishes to cancel his or her participation in the Event, he or she must notify INSIGHT OUTSIDE at least 10 business days in advance by email or mail.

In such a case, INSIGHT OUTSIDE will reimburse the Participant according to the Cancellation and Modification Policy available on the registration platform:

- Until June 1, 2022, no cancellation fee will apply;
- After June 1 and before June 30, 2022, a cancellation fee of 50% of the registration fee applies;
- After June 30, 2022, no refund will be given for any cancellations and the claim for the full payment of all registration fees remains.

No refund will be made in case of non-appearance.

Registration fee for the Event refunded either by bank card if payment was made using a bank card, and by bank fund transfer in the other cases. If INSIGHT OUTSIDE receives a cancellation request less than 10 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.

The Participant may, if he or she wishes, be replaced by another Participant, provided that notice is given to INSIGHT OUTSIDE at least 48 hours before the start of the Event.

5.2. In case of necessity, and in particular if there is no speaker, the CEB (representative of the association BIOMAT) reserves the right to change the program of the Event. It pledges, in such a case, to notify the Participants as soon as possible.

5.3. If INSIGHT OUTSIDE is forced to cancel the Event, it pledges to notify the Participants of this as soon as possible. The registration fees will then be refunded to Participants.

5.4. INSIGHT OUTSIDE may not be held liable and no refund will be made if the Event is delayed or cancelled because of an extraordinary event or circumstance beyond the control, like attack or act of terrorism, civil or foreign wars, riots, epidemics, state of emergency, natural disasters or an act of God.

## **6. INTELLECTUAL PROPERTY - IMAGE RIGHTS**

6.1. The speeches of the speakers and/or documents distributed or given out 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 INSIGHT OUTSIDE 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 INSIGHT OUTSIDE 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. INSIGHT OUTSIDE will not 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 INSIGHT OUTSIDE are processed in accordance with INSIGHT OUTSIDE data protection policy, which you will find on the registration platform under “Data processing” section.

## 7.2 Cookies

During a visit to the registration platform, cookies may be installed in your User terminal.

### **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.