



ENA 2020 GENERAL TERMS & CONDITIONS

The following Terms and Conditions constitute an **Invitation to Industry** and will apply to the allocation of Virtual Exhibition and Sponsorship Packages by EORTC to Companies supporting the ENA 2020 event (hereafter “Companies” or “Company” as applicable) insofar as these Companies do not reach contrary agreements in writing.

Establishment of contract

- Application for sponsorship opportunities is made by filling in and submitting the relevant online booking form to EORTC, which is the ENA 2020 Conference Secretariat.
- By submitting the online application form and reading the terms and conditions. The Company accepts Terms & Conditions.
- Confirmation of the allocation of a virtual exhibition or sponsorship package by EORTC in writing constitutes establishment of contract between the Company and EORTC.
- An assignment and invoice will be sent by email. The date of the assignment is considered to be the date of allocation. If the contents of the assignment deviate from the contents of the Company’s application, the contract is based on the assignment issued by EORTC unless the Company objects in writing within two (2) weeks after the date the assignment was sent.

Appointed agencies

- Applications must be submitted by the Company under whose name the virtual exhibition, industry session, grant or sponsorship is to be listed. Correspondence in this regard must be made exclusively between this Company and EORTC.
- Companies should inform EORTC in writing which agency is appointed to represent them.
- This named agency cannot fully act as if it were the Company itself and the Company will continue to be held entirely responsible and accountable for activities organised in its name. The appointed agency and the Company that appointed it will be held collectively liable for their actions.

Data and Privacy

- Your personal information may be collected through forms EORTC asks you to complete through the website of ENA 2020, managed by EORTC.
- Our legal basis for the processing of the data is contract execution (“registration to our event, booking of satellite symposia), legal compliance (e.g. accountancy) and legitimate interest (statistics of participation and evaluation of the event and event promotion). The processing of your personal data falls under the EU General Data Protection Regulation 2016/679 (hereafter also “GDPR”, applicable as of 25/05/2018) and the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
- Booking data will be stored for a maximum of 10 years after the end of the event. After this period, EORTC will either anonymise or delete personal information.

Procedure

- Application

Applications will be dealt on a first-come, first-served basis.

- Payment deadlines

Assignments will be cancelled automatically if the related fees and costs has not been paid within the given time period. In such cases the cancellation fee will be applicable following the cancellation policy below.

Terms of Payment



An invoice for full payment will be sent to the Company within two (2) weeks following the confirmation. Payment is due within 30 days following the date of the invoice.

If fees or costs are not paid within the prescribed time, the requested item or sponsorship package will be released and any loss incurred by EORTC for such non-payment shall be made good and indemnified by the defaulting Company.

Value Added Tax

With the introduction of the European VAT law (Directive 2008/8/EC: article 3 concerning the amendment of articles 53 and 54 of Directive 2006/112/EC), which became effective 1 January 2011, services and ancillary services relating to cultural, artistic, sporting, scientific, educational, entertainment or similar activities, such as fairs and exhibitions, including the supply of services of the organisers of such activities, are no longer subject to VAT in the country where the event is taking place when supplied to taxable persons, but are subject to VAT where the customer has established his business (Reverse Charge).

However, according to the new article 53 of Directive 2006/112/EC, the supply of registrations is still subject to VAT in the country where the event is taking place, even when supplied to taxable persons.

Cancellation Policy

The Company cancelling its order after the official application has been confirmed, will be liable to pay the following:

- 25% of the total rate, if the cancellation request is received in writing by **4 September 2020**
- 75% of the total rate, if the cancellation request is received in writing by **25 September 2020**
- 100% of the total rate, if the cancellation request is received in writing after **25 September 2020**

Administration fees/invoicing changes

Invoices will be addressed according to the invoicing data provided by the Company. If a billing change is requested (i.e. Company name change or address change) an administration fee of **100 EUR (excl. VAT)** will be charged to the Company.

Indebtedness

Full Payments must be received by the first day of the conference (**24 October 2020**)

Refunds

Any refunds of deposits paid will be made after the conference but not later than 30 November 2020. The Company will not be entitled to any interest that the EORTC may have derived from deposits made by the Company/Exhibitor. All bank charges, including sender's and receiver's charges, resulting from a refund related to cancellation or reduction of sponsorship opportunities will be at the charge of the Company.

Postponement or Abandonment

The EORTC reserves the right to postpone the conference including the technical exhibition, or to transfer it to another site, if unforeseen circumstances warrant such action. Should any contingency prevent the holding of the conference, the EORTC will not be held liable for expenses incurred other than the cost of booking the sponsorship.

Unexpected cancellation of the event: EORTC reserves the right to cancel ENA 2020 without notice or compensation in the event of force majeure cases (strikes, fires, terrorist attacks, damages, pandemic, or other fatal occurrences). In such cases, EORTC is freed of all responsibility.

Limitation of Liability of ENA 2020

In the event of it being impossible for EORTC to carry out ENA 2020 for force majeure cases (strikes, fires, terrorist attacks, damages, pandemic, or other fatal occurrences), so long as this arises from a cause not attributable to EORTC, EORTC shall only be obliged to reimburse the payments received subject to deduction of any costs it has incurred in preparing the event.

32nd EORTC-NCI-AACR SYMPOSIUM

24-25 October 2020 Virtual



ON MOLECULAR TARGETS AND CANCER THERAPUTICS



Bankruptcy or Liquidation

In case the sponsoring Company becomes bankrupt or enters into liquidation other than for the purpose of restructuring or merger, or has a receiver appointed, the EORTC shall be at liberty to terminate immediately the contract with the sponsoring Company, to cancel the allocation of the sponsorship to the Company and to forfeit all sums paid by the Company.

Security and Insurance

Neither the EORTC nor its contractors shall be responsible for the safety of any exhibit or exhibition stand or other property of the Company/exhibitor or any person. Neither the EORTC nor its contractors shall be responsible for the loss, damage or destruction by any cause of the exhibits or other property, or for loss, damage or injury sustained by any exhibits or any other persons. The Company/exhibitor shall indemnify the EORTC and its contractors for any damage, loss or claim arising from, or in connection with, any act or omission of the Company/exhibitor, its staff, agent or third party contractors.

As the EORTC and its contractors will accept no responsibility for any of the foregoing matters, the Company/exhibitor should affect his/her own insurance against any risk of loss due to theft or negligence, damage, injury or liability. The Company/exhibitor holder agrees not to pursue the EORTC for any previously listed risks.

Claims Procedures, Place of Performance and Jurisdiction

All claims by the sponsoring Company against EORTC must be in writing. The maximum time lapse is three (3) months from the closure of the ENA 2020 symposium. Any agreements which would deviate from these conditions must be in writing; EORTC and the Company recognise a facsimile signature suffices. These Terms and Conditions and the contract resulting from a sponsorship assignment will be interpreted, and their application will be governed exclusively by Belgian law; the English text is authoritative.

Final Clause

In cases not covered by the regulations in this Invitation to Industry, ENA 2020 interpretation shall be final.