



Internal use



**EUROPEAN  
CONGRESS**

**LISBON, PORTUGAL  
22-24 MAY 2023**

ITS: The Game Changer.

## REGISTRATION TERMS & CONDITIONS

The ITS European Congress 2023 (hereinafter the “Event”) is organised by ERTICO (hereinafter the “Organiser”) on 22 to 24 May 2023 in Lisbon, Portugal.

MCI Benelux S.A (hereinafter “MCI”) supports the Organiser in the organisation of the event, providing the following services: Registration management, Exhibition and Sponsorship management, Event logistics.

By registering to the Event, participants (hereinafter “participant” or “participants”) are entering an agreement with ERTICO and MCI, for which all participants are requested to read and acknowledge the Terms & Conditions set out below.

### EVENT SECRETARIAT

All registration inquiries should be sent to the ITS-ERTICO Registration secretariat [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com)

### REGISTRATION & FEES

Participants are required to register via the online registration system.

Registration fees are published [here](#).

All fees (i) are in EURO (€), (ii) are the net amount due to the Organiser (all transfer costs are for the participant) and (iii) exclude the applicable VAT rate: Please note that the standard Portuguese VAT rate is 23% and it will be charged on all registrations.

### METHODS OF PAYMENT

The online registration platform is a secured site. Major credit cards (American Express, VISA and MasterCard) are accepted. **Payments by bank transfer are allowed only for group registrations until the 10 May 2023.**

For payments by credit card, the payment confirmation is notified upon completion of the registration process. Participants will receive a confirmation email including a link to their digital invoice. The invoice will reflect the amount paid by credit card. Participants who do not receive a confirmation email should contact the Registration Secretariat at [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com).

In case of a rejected online credit card payment, the participant is recommended to contact the credit card issuer to check if online transactions are being declined by the issuer.

The payment gateway provider is Ingenico e-Commerce Solutions.

For payments by bank transfer, an invoice is issued upon completion of the registration process. Participants will receive a confirmation email including a link to their digital invoice. The invoice will reflect the amount to be processed by bank transfer. Participants who do not receive a confirmation email should contact the Registration Secretariat at [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com).

### INVOICE

Participants are issued with an invoice upon completion of the registration process.

All participant’s registering to represent a company/organisation with registered VAT Number should provide their VAT Number during the registration process. VAT Numbers are verified by the Organiser to prevent fraud.

Invoices are issued based on details provided in the payment page of the registration process.



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## **REGISTRATION CANCELLATION, TRANSFER & REFUND POLICY**

All registration cancellation & transfers requests should be sent by email to the Registration Secretariat at [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com)

### **Cancellation & transfers conditions for delegates, exhibitors and visitors:**

The following cancellation conditions will apply:

- Until 15 March 2023 for any reason, the full amount will be refunded minus a €100 cancellation fee (excluding applicable VAT and excluding any and all transfer costs which shall be fully borne by the participant)
- From 16 March 2023, refunds are no longer possible, however transfer of registration may be accommodated (see transfers conditions)

Registrations could be transferred following the applicable conditions below:

- Until 10 May: a transfer of registration to another participant from the same company may be accommodated at the discretion of the Organiser for a EURO (€) 50.00 admin fee. Please do reach out to the registration team [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com) who will make this discretionary decision.
- From 11 May to Congress days: a transfer of registration to another participant from the same company may be accommodated at the discretion of the Organiser for a EURO (€) 50.00 admin fee and only in the case that participant is unwell with COVID-19 (medical certificate would be requested), your country does not allow you to travel, or Portugal does not allow you entry. You will be expected to provide evidence in these cases.

### **Cancellation & transfers conditions for Speakers & Moderators of Special Interest Sessions, Research Papers, Technical Papers:**

Exceptionally, due to their crucial role they play in the technical programme, speakers and moderators will be able to cancel their registrations until 20 April with only a €100 cancellation fee.

As of 21 April, cancellation will be permitted for speakers & moderators in the case that their country has closed its borders, or they have a current COVID-19 infection. Proof will be required in each case and the €100 cancellation fee will still apply.

Registrations could be transferred following the applicable conditions below:

- Until the date of the Congress speakers may transfer registration to another participant or speaker without any cost. All transfer requests must be sent to [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com).

All refunds are made in EURO (€) and are subject to prevailing exchange rates. Refunds will be processed within 30 days from the end of the Event, and in the same manner as the original payment was received. If bank charges apply, they will be deducted from the refunded amount.

## **MODIFICATION & CANCELLATION OF THE CONGRESS**

The Organiser reserves the right to modify the Congress programme, which is published as an indication only.

In the event of cancellation of the Congress, at any time, as a result of any event of 'force majeure' or for other reasons that are beyond the control of the Organiser, the registration fee shall be refunded minus EURO (€) 50.00 admin fee (excl. applicable VAT and applicable transfer costs). The Organiser shall not be held liable for any other costs or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.



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In case the event is postponed to another date, the registered participant will have to choose to either deferred their registration to another ERTICO Congress or be refunded minus EURO (€) 100.00 admin fee for a all paying participant with the exception of paying exhibition visitor who will be refunded minus EURO (€) 25.00 admin fee (excl. applicable VAT and applicable transfer costs). In case the participant is not able to attend the event with the new selected date or prefer to be reimbursed, participant should inform the event secretariat by sending an email to [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com) no later than 30 days after the official announcement. In case the participant decides to register after having being reimbursed, the new applicable rate may apply.

### **USE OF MATERIAL**

Without any prior consent from the Organiser, a participant must not: reproduce, copy or translate the Event materials; create derivative works from the Event materials; modify the Event materials; commercially exploit the Event materials. All information collected through the registration process can be used for marketing purposes.

### **PHOTOS AND VIDEOS**

Filming and photography will take place during the Event. Unless explicitly communicated in written form at [registrationits@mailcongress.ertico.com](mailto:registrationits@mailcongress.ertico.com), you consent to your image and likeness being used in marketing and films (now and in the future) and to waive any right to compensation or remuneration. However, to help ensure the privacy of individuals, images will not be identified using full names or personal identifying information without written approval from the photographed subject.

During such events individuals often take photographs or make videos on their mobile telephones. The Organiser is not responsible in policing this practice but would ask any participant who plans to do this to seek permission from fellow Event attendees.

### **COVID-19 Health and Safety Protocols**

You agree to carefully review the Event COVID-19 health and safety protocols which will apply for' the Event, and comply with the Event COVID-19 health and safety protocols at all times during the Event. You acknowledge and agree that the COVID-19 health and safety protocols are based on the current environment and are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the Venue, public health officials or the Organizer. You must fully comply with all of the COVID-19 health and safety protocols in place at the time of the Event.

Failure to follow the COVID-19 health and safety protocols may, in the sole discretion of the Organizer, result in you being prohibited from entering the Event, you being ejected from the Event, you being permanently barred from attending the Event or any other ITS event, and/or (iv) the Organizer, the Venue or applicable authorities taking any other action permitted by law. In any such circumstances, you remain liable for payment of the full registration fee associated with Your pass.

By registering you will be obliged to follow COVID-19-related regulations and could be asked to be either fully vaccinated with one of the 4EU recognised vaccines (Moderna, Pfizer/BioNTech, Janssen/Johnson&Johnson and Oxford/AstraZeneca) or have proof of full recovery from COVID-19 (presentation of a valid vaccination certificate and/or proof of COVID-19 recovery). Furthermore, you confirm that you will refrain from attending the event if you are exhibiting typical symptoms of COVID-19 at the time of admission to the event, or if you have visited any region designated as high risk, following [the information here](#), during the 14-day period preceding the event.

### **COVID-19 ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

You acknowledge that covid-19 has been declared a worldwide pandemic by the world health organization, is extremely contagious and is spread mainly through close contact from person-to-person. You therefore acknowledge and agree that the Organiser or the Venue cannot guarantee that you will not become infected with COVID-19 at the Event or any other



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type of infections. You understand the risk of becoming exposed to or infected by COVID-19 in connection with your participation in the Event and you personally assume this risk.

Additionally, you forever expressly release and waive all and any claims (whether in contract, tort or otherwise) against ERTICO or the Venue and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns arising out of or related to exposure, infection and/or spread of COVID-19, whether before, during or after attendance at the Event to the fullest extent permitted by law. You expressly understand and agree that this waiver means that, to the fullest extent permitted by law, you give up your right to bring any claims, demands, causes of action, or suits including for personal injury, death, disease or property losses, or for any other losses, liabilities, costs and expenses including but not limited to claims of negligence, and give up any claim that you may have to seek damages, whether known or unknown, foreseen or unforeseen.

### **GENERAL ASSUMPTION OF RISK AND RELEASE OF CLAIMS**

You acknowledge and agree that your attendance or participation in the event or any related activities (including, but not limited to your participation in demonstrations or technical visits) is completely voluntary and you understand the nature of the event.

In addition to the COVID-19 assumption of risk and waiver of liability section of these terms, to the maximum extent permitted under applicable law, you accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the event. You hereby release ERTICO and the organizer, the Venue, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from, and waive, any and all claims, demands, causes of action, suits, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future, whether known or unknown, foreseen or unforeseen, associated in any way with the event.

### **LIABILITY & DISCLAIMER**

In the case of government intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for the Event to take place at the time and place as announced, the participant shall waive any claim for damages or compensation and there shall be no past, present or future liability for either party.

The participant acknowledges that he/she has no right to lodge damage claims against the organisers should the holding of the event be hindered or prevented by unexpected political or economic events or generally by force majeure, or should the non-appearance of speakers or other reasons necessitate programme changes. With registration, the participant accepts this proviso.

The Organiser shall not be deemed responsible for any bodily injury/death or property damages (including theft) sustained by participants during the Event, unless such damages are a direct result of an unlawful act of the Organiser.

In any event, the Organiser does not accept liability for damages in the event of bodily injury/death, property damage, disruption to travel plans and costs incurred as a result of force majeure or as a result of any other reason beyond the control of the Organiser.

### **FORCE MAJEURE**

Force majeure reasons include but are not limited to war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, epidemics, pandemics, health risks, fire and closure of airports or airspace, government decisions or administrative injunctions, including without limitation possible restrictions, recommendations, guidelines or other measures imposed or recommended to be taken by (health) authorities. It is moreover expressly agreed that the unforeseeability condition does not have to be fulfilled for any health related event (such as for instance coronavirus related pandemic, another pandemic or epidemic and/or quarantine measures) to qualify as an event of force majeure.



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## **EVENT RULES AND REGULATIONS**

Whilst participating in the Event, you are required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the Event, given by the Organiser or MCI or any other relevant third party, including the person responsible for the premises where the Event takes place or any competent authority.

In particular, if the Organiser or MCI will supply ID badges for security purposes, participants must wear their badge at all times. Badges are strictly personal and may not be transferred to another person, nor modified.

The Organiser or MCI accept no responsibility for any belongings that participants bring at the Event. Any loss or damage to such belongings is at the participant's own risk.

## **DATA PROTECTION & PRIVACY POLICY**

The European General Data Protection Regulation (EU GDPR) entered into force as of 25 May 2018 and it involves some additions to data protection. ERTICO ITS EUROPE and MCI BENELUX SA, which manages your registration payments, take your privacy very seriously and perform their activities and services in compliance with GDPR requirements.

By registering to the ITS European Congress – running on 22 to 24 May 2023 you consent to the applied privacy policies:

- The [MCI Group Data Protection Statement](#) (MCI BENELUX SA acting as data processor on this event);
- The [ERTICO ITS EUROPE Privacy Policy](#).

Your data will also be used to create you an account on our registration and App event platform; so you can access the program and interact with other delegates. Third Party of the platform may collect some of the following data and store your identity (first name, last name, position, company, email, department, direct phone, mobile phone) as well as your answers from questionnaires. The recipients of your data are the authorized persons with MCI BENELUX SA who are in charge of processing, as well as its subcontractor, in charge of the edition of our event App platform. Your data is kept for a period strictly necessary for the management of our commercial relationship. Any information you provide will not be used for other commercial purposes.

Exhibitors or sponsors may scan your badge when you visit their stand. If you don't want your badge to be scanned please let the exhibitor know directly. Otherwise, your personal data will be released to them.

## **GOVERNING LAW**

Any dispute resulting from the above terms and conditions will be subject to the law of Belgium, and by accepting these terms you are submitting yourself to the exclusive jurisdiction of the courts of Belgium.