

## GENERAL TERMS AND CONDITIONS

### Onsite participants

#### Congress registration

The registration deadlines are as follows:

Early Bird registration	until 05.07.23, 23:59 CEST
Standard registration	until 08.09.23, 23:59 CEST
Onsite registration	from 09.09.23, 00:01 CEST

Registration will only be confirmed upon receipt of payment in full as well as a proof of status if required (please refer to paragraph "Proof of Status"). If the registration form and/or the full payment have not been received before the deadline indicated, the registration will be cancelled OR the next category of registration fee will automatically be charged. For group and third-party registrations, payment must be received within 10 days after receipt of the invoice.

To be registered under the ERS Gold Member fee or ERS Member through National Society agreements fee, the delegate must have an active membership at the time of registration. No refunds will be made for delegates who acquire or renew their membership after the registration has been confirmed. Please verify that your membership is active prior to registering for the congress. For further information, please visit <https://www.ersnet.org/the-society/membership>.

All registration fees include admission to the scientific sessions and exhibition in Milan, access to the virtual platform and access to the Congress recordings until 30 December 2023. The Postgraduate Courses and Educational Skills Workshops are not included in the Congress registration fees.

Third-party registrations are possible between 2 and 9 delegates. Group registrations are possible as of 10 participants. Onsite registrations will remain available for purchase for group/third-party registrations until 16 August, 2023 at 23:59 CEST. Passed this deadline, only individual registrations will be accepted for the onsite event. ERS will verify each group/third-party request before the contact person can access the online portal and purchase registrations. Once done, the contact person will be notified.

#### Proof of status

To register for the Allied Health Professional or Scientist (PhD, non MD) fee, the required proof must be forwarded by the published deadline (together with the registration fee).

A proof of status is an official letter written by the head of department – hospital, company or academic institution – , which confirms the status of the applicant. The document must be issued in English on the organisation's official letterhead and must contain the following information:

- *Participant's full name and date of birth*
- *Confirmation of participant's position within his/her institution*
- *Participant's supervisor's name, title and signature*
- *Participant's institution's stamp*

For the ones registering as "Scientist (PhD, non-MD)", the letter should state that they have a PhD, but are not working as medical doctor. Can benefit from this fee:

- Psychiatrist

- Psychologists
- Clinicians
- Researchers

When letters, certifying status, are sent after the Early Bird or Standard registration deadline, the next registration fee will be applied even if the online registration was completed within the deadline.

### **Registration name change**

#### Individual registrations

Names changes to an existing Congress registration or transfer of an existing Congress registration are possible. A handling fee of € 50 will be charged per request.

The individual must email the ERS Congress Registration team ([ers2023registration@kit-group.org](mailto:ers2023registration@kit-group.org)) and share the details of his/her replacement. Requests will only be accepted by email and until 16 August 2023. After this date, any request must be carried out onsite.

#### Group registrations

Once a registration has been assigned, it is no longer possible to amend it through the online portal. Should a name change or a transfer of registration be required, the contact person is requested to email the ERS Congress Registration team ([ers2023registration@kit-group.org](mailto:ers2023registration@kit-group.org)) and indicate the old and new name.

A handling fee of € 50 will be charged for every name change to an existing Congress registration or every transfer of an existing Congress registration. Requests will only be accepted by email and until 16 August 2023. After this date, any request must be carried out onsite.

### **Registration ineligibility**

The [ERS Constitution and By-Laws](#) state that individuals who have had any relationship with the tobacco/alternative nicotine delivery products industry at any time after 1 January, 2000 are strictly prohibited from participating in ERS activities. Based on this, individuals who have worked with or represented the tobacco/alternative nicotine delivery products industry in any way since 1 January, 2000 are also not eligible for congress registration.

Registrations made in violation of the above will not be accepted.

### **Payment**

Should participants/group leaders require a specific billing address on the invoice, they are kindly asked to add it during the registration process in the “invoicing” part. Once issued, and following legal regulations, it is no longer possible to modify the invoice. Therefore, participants/group leaders are requested to make sure the correct billing address is entered when registering.

For each transaction, a 3% administrative fee will be calculated on the total amount invoiced and will need to be paid by the ordering customer. This fee is non-refundable.

#### Payment by Credit Card

All payments for individual registrations must be settled by credit card (AMEX, Visa or MasterCard). Groups may also pay by credit card (AMEX, Visa or MasterCard).

Delegates are advised to pay in euros. Should they pay in their local currency, an extra fee on the exchange rate will apply.

#### Payment by Bank transfer

Payment by bank transfer is only possible for group and third-party registrations and until 16 August 2023 at 23:59 CEST. Bank charges must be borne by the ordering customer.

### **Registration confirmation**

The registration confirmation along with the payment receipt will be sent by email to delegates upon completion of their registration and once the related full payment has been received.

For group registrations, confirmation of payment will be sent to group leaders once the related full payment has been received. Group members will receive their registration confirmation once their registration is validated. For further information, please refer to the section “Submission of participants’ details for group registrations”.

### **Submission of participants’ details for group/third-party registrations**

Third-party registrations are possible between 2 and 9 participants. Group registrations are possible as of 10 participants. Please contact the K.I.T. Group Registration Department at [ers2023registration@kit-group.org](mailto:ers2023registration@kit-group.org) to proceed with a group/third-party booking. Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for on-site registration. There will be no refund for badges which were paid for, but not used (according to the deadlines mentioned above). The deadline for group bookings is 16 August 2022 at 23:59 CEST. After the group registration deadline, registrations are only possible on-site.

Only fully completed group registration forms as well as fully completed name lists (including the participants full name, individual email and postal address) will be accepted. K.I.T Group Secretariat cannot be held responsible for double bookings of an individual participant or group made by another company or organisation.

All individual participant of a group should have an individual mail address.

### **Cancellation policy**

Should a participant no longer be able to attend the Congress in Milan, ERS will offer the possibility to convert the registration into an online one or transfer the registration to the next ERS Congress. The participant also has the possibility to cancel his/her registration. However, if the wrong fee has been selected during the registration process, no reimbursement can apply.

Notification of cancellation must be made in writing and sent to the ERS Congress Registration team by email no later than 28 July 2023 at 23:59 CEST. An administrative fee equivalent to 25% of the total amount paid will be deducted from the amount to be reimbursed. No refunds will be made for cancellations received as of 29 July 2023, or for unattended sessions or early termination of attendance.

If onsite attendance is impacted by labour strikes/travel disruption – resulting in delegates missing some or all of the in-person event, ERS will not reimburse the cost of registration. All sessions will be made accessible online to all registered delegates until the end of the year.

Donations made to the European Lung Foundation (ELF) and for the contribution to MyClimate protection projects are non-refundable.

### **Lost badge**

Lost badge may be replaced onsite. A handling fee of € 50 will be charged.

### **Modification of the programme**

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

**Language**

The official Congress language is English. No translation will be offered unless specified differently in the programme.

**CME Credits**

CME credits will be awarded for pre-congress content, live sessions and session replays, based on your hourly consumption. Only registered participants will receive CME credits. Further information will follow.

After completion of the congress evaluation survey, which is mandatory to receive CME credits, participants will be able to download CME certificates.

**Connectivity or technical issues**

The participant acknowledges that it is their responsibility to ensure a secure and stable internet connection, compatible operating system requirements and that their web browser is up to date in order to avoid connectivity or other technical issues when participating in the virtual congress. ERS will use its reasonable best efforts in providing access to the virtual congress through third party channels. In the event that the participant encounters connectivity issues due to a weak internet connection, incompatible operating system requirements or inappropriate web browser settings, the participant acknowledges that ERS is not liable. ERS will also not be liable in the event of an interruption of connection or connectivity issues due to a case of "Force Majeure" or attributable to a third party's network operators.

**Cancellation or postponement of the Congress**

In the event that the ERS International Congress 2023 cannot be held or must be moved or changed due to the following reason(s), though not limited to:

- An event of "Force Majeure" meaning an event beyond the reasonable control of ERS, which prevents ERS from complying with any of its obligations, including but not limited to:
  - Special actions taken by government of local authorities;
  - Unforeseen political and economic events, such as national emergency or any comparable events;
  - Strike, lockout, lockdown, threats to public safety (including terrorism, health hazards) or other comparable events;
  - Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
  - War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, embargo, national mourning, rebellion, revolution, insurrection, military or usurped power, or civil war;
  - Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - Riot, commotion, go slows or disorder closure of airports and train stations;
  - Acts or threats of terrorism;
  - Pandemic or epidemic situation and other major health risk (whether declared as such or not by potential or actual health risks (e.g. pandemic flu or other disease) for the participants to the event and their patients, to the extent that the risk of disease spread is considered as serious by a significant part of the scientific community or by a significant number of Health authorities worldwide or specifically at the place of the event. However, the lack of a formal warning by the health authorities or other governmental bodies shall not be interpreted as meaning the absence of health risk for the purpose of the present provision. By assessing the existence of a potential or actual health risk, the parties agree to fully take into consideration the special position of ERS as a medical organization and of its duty to avoid to the largest possible extent all and any risks of contamination for its patients.

- Due to official orders, recommendations, or at least economically unfeasible official requirements for which none of the parties is responsible, or due to the unreasonableness of the event implementation.
  - When 40% or more of the event participants must adhere to mandatory quarantine in home country/country where the event will be held or not permitted to travel due to ban from their respective hospitals/ institutions/ countries or immigration restriction by country where the event will be held.
- Any other reason(s) beyond ERS control that prevent or substantially hinder the plan of holding the Congress.

ERS cannot be held liable by participants for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc. Under these circumstances, ERS reserves the right to retain the entire registration fees and to use those for the next edition taking place to which the participant will have the possibility to participate without paying further fees or to reimburse the registration fees after the deduction of costs already incurred for the organisation of the ERS Congress and which could not be recovered from third parties.

### **Disclaimer**

The participant acknowledges that they have no right to sue the organisers for damages should the ERS Congress not be held or postponed for unexpected political or economic reasons, because of "Force Majeure" or any event described on the above-mentioned sections "connectivity or technical issues" and "cancellation or postponement of the congress", or should the non-appearance of speakers or other events necessitate programme changes. With his/her registration, the participant accepts this proviso.

Additionally, ERS is not responsible for any bodily or material damage (including theft) sustained by participants out of, during or in connection with the ERS Congress, which is not directly the fault of ERS. Each participant is responsible for his or her own insurance in such events.

### **Travel & Health insurance**

ERS strongly advises participants to take out insurance to cover the loss incurred in case of cancellation (registration fees, travel, accommodation, and other costs), medical expenses and damage to or loss of personal effects.

### **Letter of invitation**

Participants requiring an official letter of invitation should contact the ERS Congress Registration team. Contact email: [ers2023registration@kit-group.org](mailto:ers2023registration@kit-group.org)

To receive a letter of invitation, participants must be fully registered for the Congress and payment in full must be submitted. The attention of the participants is drawn to the fact that the letter of invitation must be requested sufficiently in advance and that the letters of invitation will not be sent after 25 August 2023 at 23:59 CEST. The letter of invitation does not financially obligate ERS in any way. All expenses incurred in relation to the ERS International Congress are the sole responsibility of the participant. Any costs for express mailing of documents must be covered by the participant.

### **Visa Requirements**

It is the sole responsibility of the participant to take care of his/her visa requirements. Should the visa application be rejected, the participant may cancel his/her registration as per the cancellation policy stated in the section "Cancellation policy". Please note that a notification sent to the ERS Congress Registration team as of 28 July 2023 at 23:59 CEST will not be accepted.

## Children

The minimum age for a participant is 18 years old. Children under the age of 18 will not be allowed access to any parts of the Congress.

## Accompanying Persons

Due to changes in the pharmaceutical industry code of conduct, ERS is no longer able to grant access to the Congress for accompanying persons. The Congress is only accessible to certified healthcare professionals, associated press, industry representatives and other stakeholders in the science, management, and prevention of lung disease.

## Carbon offsetting contributions

As part of the ERS carbon offsetting initiative, a €5 fee will be automatically added to the cost of registration for all those attending the ERS Congress in person. If a registrant does not wish to contribute to this donation, they must opt out where indicated on the registration form. No refunds will be made once registration payment is made. ERS will then contribute a further €5 on top of each donation and 100% of the donated funds will support a project (of ERS's choice) which aligns with the United Nation's Sustainable Development Goals.

## Data protection and sharing of contact details

### *Data provided during the booking process (contact and payment details)*

All data provided during the booking process may be used (saved, stored, processed, transmitted, shared and deleted, but not modified) to allow the processing and execution of the participant's booking(s). The legal basis is the performance of a contract or the steps taken at the request of the data subject prior to entering into a contract (art. 6 § 1 lit. b GDPR).

These data may be shared with our partners and suppliers to the extent necessary to process and execute the participant's booking. These data may also be shared with a sister society (medical society) to ensure the organisation of the congress.

These data will be stored for the period of time necessary for the processing and the execution of the participant's booking. After the congress, they will be archived for 10 years for legal storage purposes and/or to protect our interests in the event of a lawsuit.

ERS may also use these data to send to the participant information regarding activities at the congress or other communications related to the activities at the congress which may be of interest (newsletter). The participant can unsubscribe to such newsletter at any time by clicking the "unsubscribe" link at the bottom of each newsletter.

### *Official ERS recording and photography*

All ERS Congress sessions are recorded. There is also an official ERS photographer/filming crew on site throughout the venue. Participants' images may be captured and included on official ERS channels including on promotional items. These images will not be shared with third parties or used in any other capacity.

### *Delegate recording/photography*

- **In sessions:** Audio/visual recording and photography is strictly prohibited inside any ERS Congress session.
- **Exhibition:** Audio/visual recording and photography is strictly prohibited in the Exhibition Hall – unless you are an exhibitor who has received official permission/guidelines from the ERS Corporate Relations Department.
- **General areas:** Delegates are free to take photographs in general areas for personal use and to share on social media. However, audio/visual recording is not permitted throughout the venue. Registered press can seek permission from the ERS press team for filming (see the Media and embargo policy).

#### *Optional data sharing with industry*

The personal data of participants is never automatically shared with industry partners. However, all participants can choose to share their own details as they interact with industry representatives and activities, if they wish. Data is shared through the scanning of a barcode or QR code on participant badges. The data shared would be: name, title, institute, country and email address. Data sharing with industry is not obligatory and if you choose not to share your details (and do not give permission to scan your badge), this does not exclude you from any part of the congress programme. Data protection is warranted in accordance with the Swiss Data Protection Act and the Tele Service Data Protection Act.

#### **Third party software/providers**

The participant accepts that the use of third-party providers is required in order to facilitate elements of the ERS Congress. In registering for the ERS Congress, the participant accepts the terms and conditions of third-party providers and agrees to abide by their terms of use. Where necessary, ERS will inform participants where third-party providers are being used and where external terms of use may apply. ERS will use its reasonable best efforts in providing access to the virtual platform of the Congress through third-party channels, such as Zoom, however the participant accepts that ERS is not liable for technical or connectivity issues that are the responsibility of the third-party provider.

#### **Code of conduct**

ERS is committed to providing a professional, friendly, and safe environment for all participants regardless of gender, sexual orientation, disability, race, ethnicity, religion, national origin, or other protected class. All participants (inclusive of delegates, staff, speakers, exhibitors and other guests) are expected to follow a code of conduct. Unacceptable behaviours may include but are not exclusive to: intimidation; harassment; abuse; discrimination; any speech or actions deemed demeaning or derogatory to participants; inappropriate use of images; real or implied threat of professional or financial harm; disruption to the event; unauthorised photography; unauthorised audio or visual recordings of slides and presentations; and unauthorised sharing of promotional/advertisement materials. ERS reserves the right to take action if this code is breached. This may result in immediate removal from the event or platform – without refund, and a ban from attending future events.

#### **Fraudulent usage**

It is strictly **not** permitted to amend, copy or edit any document issued by ERS. To do so will result in legal action taken by ERS.

A single registration only permits the registered individual to access this event and its content. The participant badge must not be shared with anyone. ERS reserves the right to deny/revoke access if any suspicious activity is detected or reported.

#### **Covid-19**

By registering for the ERS International Congress, you agree to comply with the local (Milan, Italy) COVID-19 measures in place at the time of the event. This includes any stipulations regarding being vaccinated, mask wearing and social distancing. ERS will accommodate all local regulations as part of the setup of the event.

Proof of vaccination will not be required to enter the congress site and ERS will not be enforcing mandatory testing or checking individual certificates of any kind. However, as a respiratory society, we strongly recommend that all attendees are fully up to date with their vaccinations – meaning that the last vaccination/booster should have taken place within nine months of the date of the event.

#### **Fulfilment and jurisdiction**

Any litigation stemming from the above general terms and conditions and contract will be brought before the competent courts in Lausanne, Switzerland. These general terms and conditions shall be governed by and construed in accordance with the substantive laws of Switzerland.