GENERAL PROVISIONS

All provisions, as listed below in this section, are applicable to both sections "Exhibition" and "Sponsor".

1. Definitions

1.1. **ESHRE®**: an international non-profit organisation named the European Society of Human Reproduction and Embryology with its registered office at 1853 Strombeek-Bever, Nijverheidslaan 3 (BXL7 - Building 1,1st floor), Belgium, VAT BE-0430.069.888, RLE Brussels;

1.2. **Annual Meeting**: The Annual congress that serves as a global forum bringing together specialists in medically assisted reproduction and related areas to showcase their work, exchange ideas, advance learning, and expand professional networks. This congress normally takes place in June or July of each year;

1.3. **Credit(s):** The credits that an Exhibitor and/or Sponsor obtains for each exhibition space, sponsored session and/or sponsor item booked and paid during the three previously held Annual Meetings. The total number of credits, accumulated during the past three years, shall determine the place of the Exhibitor/Sponsor in the ranking order for the year in question;

1.4. **Exhibitor:** Each legal entity, as well as any person who books – in the name of or on behalf of that legal entity – an exhibition space at the Annual Meeting;

1.5. **Sponsor:** Each legal entity, as well any person who books – in the name of or on behalf of that legal entity – a sponsor item relating to the Annual Meeting;

1.6. **Technical Exhibitor Manual:** A manual, which contains (i) all information regarding the official service contractors, on which ESHRE® appeals for the Annual Meeting, as well as (ii) all specific conditions on the use of the Venue, that will be available on the official ESHRE® website of the Annual Meeting. ESHRE® shall provide this Technical Exhibitor Manual by the latest three months prior to the start of the Annual Meeting;

1.7. **Venue:** The place where the Annual Meeting is held, which may differ from year to year.

2. Applicability of the terms and conditions

2.1. All transactions concluded between ESHRE® and the Exhibitor/Sponsor shall be governed by (in hierarchical descending order):

i. the written order confirmation issued by ESHRE® (if applicable);
ii. the written (sponsorship) agreement between ESHRE® and the Exhibitor/Sponsor (if applicable);
iii. the completed online booking/order form;
iv. these terms and conditions;
v. the official ESHRE® website of the Annual Meeting;
vi. the Technical Exhibitor Manual;
vii. Belgian law and the international and local ethical laws and industry codes applicable to ESHRE® and the Exhibitor/Sponsor, which shall be applicable with regard to all ethical matters.

2.2. By booking an exhibition space, a sponsored session and/or a sponsorship item, the Exhibitor/Sponsor acknowledges to have taken notice of these terms and conditions, and to accept these. These terms and conditions shall always take precedence over those of the Exhibitor/Sponsor, even if the latter state to be the only valid terms.

2.3. The invalidity of one or more provisions of these terms and conditions or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, ESHRE® and the Exhibitor/Sponsor shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these terms and conditions. If ESHRE® and the Exhibitor/Sponsor do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

3. Eligibility

3.1. ESHRE® reserves the right to determine the eligibility of every Exhibitor/Sponsor at its sole discretion. On this basis, ESHRE® can:

i. Refuse to accept a booking from a(n) Exhibitor/Sponsor; and/or
ii. Deny a(n) Exhibitor/Sponsor access to the Annual Meeting (temporarily or permanently);

in case his activities, services, image or goods (non-exhaustive list) are not – in the sole opinion of ESHRE® – compatible with the professional, clinical and scientific objectives of the Annual Meeting.

3.2. ESHRE® carries no responsibility concerning the content of any promotional material, information, publication or related press material of the Exhibitor/Sponsor, in whatsoever manner.

ESHRE's acceptance of the Exhibitor/Sponsor for the Annual Meeting, does not in any manner constitute an endorsement/support by ESHRE® of (i) the used promotional material and information, (ii) the products and/or services which shall be promoted, (iii) the opinions or ideas stated by the Exhibitor/Sponsor (non-limitative).
These do not reflect or represent the views or positions of ESHRE.

4. Responsibility of the Exhibitor/Sponsor

4.1. The Exhibitor/Sponsor must inform his subsidiaries, affiliates, subcontractors and other third parties – acting on his behalf – of all rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and which are referred to in these terms and conditions.
Moreover, it is the Exhibitor's/Sponsor's sole responsibility to ensure that the aforementioned parties – acting on his behalf – adhere to such rules and regulations.

4.2. The Exhibitor/Sponsor acknowledges and agrees to adhere to all industry compliance regulations which may be applicable based upon (i) the legislation of the host country of the Annual Meeting; (ii) the legislation of the home country of the Exhibitor/Sponsor; (iii) EFPIA - European Federation of Pharmaceuticals Industries & Associations (https://www.efpia.eu/), in particular (but not solely) the "EFPIA Code on the Promotion of Prescription-only Medicines to, and interactions with, Healthcare Professionals; (iv) IFPMA - International Federation of Pharmaceutical Manufacturers & Associations (www.ifpma.org), in particular (but not solely) the "IFPMA Code of Practice upholding ethical standards and sustaining trust"; (v) MedTech Europe (https://www.ethicalmedtech.eu/) in particular (but not solely) the "Code of Ethical Business Practice" (if applicable to the Exhibitor/Sponsor).

Compliance should be verified by each exhibitor before bookings open. Otherwise, ESHRE cannot guarantee that changes to the exhibition floor plan or other sponsorship arrangements will still be possible.

4.3. Following this, the Exhibitor/Sponsor acknowledges that ESHRE® cannot in any case be held liable for any damages (of whatever nature), following from the non-compliance by the Exhibitor/Sponsor of the aforementioned compliance regulations.

4.4. In case a dispute should arise between Exhibitors/ Sponsors concerning the compliance with art. 4.2., the Exhibitors/ Sponsors shall be obliged to solve this dispute amongst themselves without expecting any intervention from ESHRE®. ESHRE® will, however, always remain entitled to interfere in such dispute when judged fit and at its own discretion (e.g. art. 9.3§2).

4.5. ESHRE® will communicate only with clearly identified third parties or subcontractors, which are officially mandated by the Exhibitor/Sponsor. Questions and requests received from third parties or subcontractors – which do not clearly indicate which Exhibitor/Sponsor they are representing – will be ignored.

In case a dispute should arise between the Exhibitor and third parties or subcontractors, then the Exhibitor shall be obliged to solve this dispute amongst themselves without expecting any intervention from ESHRE®.

5. Booking procedure and assignment process

5.1. A booking, regarding an exhibition space, a sponsored session and/or a sponsorship item, is only considered valid when:

i. Booked via the official booking forms of ESHRE® and confirmation through email by ESHRE ;
ii. The forms are fully completed and contain correct information;
iii. Signed by a person who is fully authorized to act on behalf of the Exhibitor/Sponsor (if applicable);
iv. Received by ESHRE® at least two months before the start of the Annual Meeting.

A valid booking does not entail automatically a confirmed booking (cf. article 5.5).

5.2. All booking requests timely received shall be processed by ESHRE® based on the ranking and deadlines in the ranking list.

Assignment of the exhibition space and/or the selected sponsor items shall thus be done according to the place that the Exhibitor/Sponsor has in the ranking list (e.g. the Exhibitor/Sponsor that is ranked number one in the ranking list shall have the first choice). In case Exhibitors/Sponsors are belonging to the same ranking group, have the same amount of Credits or lack Credits (e.g. an Exhibitor/Sponsor participates for the first time) a first-come, first-served policy shall be applied.

Any booking received after the aforementioned deadline shall in any case be dealt with on a first-come, first-served basis.

5.3. Whenever ESHRE® receives a valid booking, a confirmation of receipt will be sent to the Exhibitor/Sponsor within due time. Such confirmation of receipt does not in any case entail a definitive allocation of the requested exhibition space and/or sponsor item to the Exhibitor/Sponsor.

5.4. When assigning exhibition spaces, ESHRE® shall undertake every effort to assign the first, second, third or fourth choice, as indicated by the Exhibitor/Sponsor on the booking form, without this being guaranteed by ESHRE®.

5.5. The booking request is completed/confirmed once the Exhibitor/Sponsor receives an automatic and manual (electronic) order confirmation from ESHRE®.

5.6. Cancellation or failure to settle payment by the due dates does not release the Exhibitor from its financial or contractual obligations.

5.7. Whatever is not confirmed in the order confirmation shall be deemed to be an additional request by the Exhibitor/Sponsor, and – consequently – will be charged to the Exhibitor/Sponsor as an additional cost.

6. Cancellation and No-show

6.1. Up until not having received the order confirmation, the Exhibitor/Sponsor is permitted to cancel his booking in writing without any cost, without prejudice to ESHRE's® right to claim payment of a handling fee (100 Euro, excl. VAT).

6.2. After having received such order confirmation, a written cancellation of the booking by the Exhibitor/Sponsor – even partly – may lead to the following cost:

i. 30% of the total sum, if cancellation is received by ESHRE® as of the date on which the Exhibitor/Sponsor can start booking but, in any case, prior to 28 February of the year in which the Annual Meeting is held;
ii. 70 % of the total sum, if cancellation is received by ESHRE® between 28 February and 1 April of the year in which the Annual Meeting is held;

iii. 100 % of the total sum, if cancellation is received as of 2 April of the year in which the Annual Meeting is held. The same rule applies for No-show.

7. Price

7.1. All prices mentioned are in euro but exclusive applicable VAT, other levies or duties, insurance and handling costs, unless otherwise agreed.

7.2. All prices shall only be valid for the specific Annual Meeting to which they refer.

8. Admission badges

8.1. All personnel of the Exhibitor/Sponsor – present at the Annual Meeting – shall be required to register and wear their personalized admission badge while attending the Annual Meeting.

Such exhibitor badge allows admission to:

i. The exhibition area, during the official exhibit hours;
ii. The sponsored industry sessions;
iii. All other areas, with the exception of the official scientific sessions.

8.2. If the number of free exhibitor badges – included in the price of the exhibition space – is insufficient, extra exhibitor badges can be ordered at the price listed on the ESHRE Annual Meeting website.

Cancellation of extra ordered exhibitor badges should be done in writing and implies no right for the Exhibitor/Sponsor to claim a refund.

8.3. In addition to article 8.2, ESHRE® shall grant free scientific badges which allow admission to the official scientific programme; excluding however participation in the pre-congress courses organised on the first day of the Annual Meeting.

If the number of such scientific badges (based upon the size of the exhibition space) would be insufficient, the additional persons wanting access to the official scientific programme must register for the Annual Meeting.

8.4. Finally, the Exhibitor/Sponsor acknowledges that:

i. Each admission badge is non-transferable due to its personalized character;
ii. False certification of individuals, misuse of the personalized admission badges, any method of assisting unauthorized persons to gain access to the Annual Meeting, or any other inappropriate or unauthorized conduct shall lead to the repossessing by ESHRE® of these admission badges of all individuals involved, as well as to the barring of all parties involved from the Annual Meeting without ESHRE's® obligation to refund any fees.

9. Promotional activities

9.1. The Exhibitor/Sponsor is not allowed to publicise, distribute promotional materials - including gifts - or to maintain any promotional activities outside the exhibition space assigned to him within a distance of 5 km from the congress venue, unless explicitly authorized by ESHRE®.

9.2. Each Exhibitor/Sponsor is responsible for the material and information they make available at the Annual Meeting. Exhibitors/Sponsors can only present material and information which has been approved by their legal departments.

Upon request of ESHRE®, the Exhibitor/Sponsor must provide a copy/example of each type of promotional material and information he shall use, irrespective of its form (electronical or paper) or carrier.

9.3. All promotional materials and information must be in line with the compliance regulations (cf. article 4.2) and the rules and regulations – which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and to which is referred in these terms and conditions. Further it must be used in such a way that the safety and objective of the Annual Meeting is not adversely affected and that no other parties are impaired.

In case of non-compliance with this article, ESHRE® reserves the right at its sole discretion, to reject and ban all promotional material and information subject to this non-compliance. In case of continuous non-compliance, ESHRE® reserves the right to deny further access to the Annual Meeting.

ESHRE also reserves the right to prohibit or remove any items, materials or displays deemed offensive or inappropriate. Exhibitors must comply with any such request without delay.

9.4. The Exhibitor/Sponsor may offer gifts, preferably of educational or scientific value, to the attendees of the Annual Meeting, if the market value of such gifts does not exceed 120,00 euro per piece.

9.5. Without prejudice to the foregoing, no promotional activities – including advertising – on behalf of companies which are not registered as an Exhibitor/Sponsor shall be permitted by ESHRE® in whatsoever form.

10. Recording

10.1. Photographing and film recording in the exhibition area is allowed one hour before the Annual Meeting opens, and during the Annual Meeting's opening hours. Photographing or film recording at other times and/or other places – such as but not limited to the official scientific sessions – will only be allowed upon prior written approval by ESHRE®, following a written request of the Exhibitor/Sponsor at least two weeks before the start of the Annual Meeting.

10.2. All onsite camera crews should be able to provide proof of ESHRE's® approval upon first request by ESHRE®.

11. Additional services

11.1. The Exhibitor/Sponsor agrees as part of his booking to utilize the services of the various ESHRE® appointed official service contractors.

Information regarding the official service contractors and specification of the services for which the Exhibitor/Sponsor are required to appeal on the latter, will be contained in the Technical Manual.

11.2. All costs – related to additional services ordered by the Exhibitor/Sponsor – shall be borne exclusively by the Exhibitor/Sponsor.

12. Other activities during the Annual Meeting

12.1. Press briefings, third party media events or other scientific activities at the exhibition space or anywhere else within the Venue are not allowed during the official scientific programme hours, nor during an ESHRE® press conference, without prior written approval from ESHRE®. Other exhibition stand activities, such as quizzes and contests, can take place throughout the Annual Meeting's opening hours following prior written approval by ESHRE®.

12.2. The presence of branded persons, mascots, or similar promotional representatives in the exhibit aisles is strictly prohibited, unless this activity is part of an exclusive sponsorship granted by ESHRE. It is also not permitted for any individual to distribute flyers or promotional materials while walking through the exhibit aisles or at the congress venue.

12.3. 'Meet the Expert' sessions at the exhibit booths – defined as scheduled interactions between participants of the Annual Meeting and invited experts involving scientific, clinical, or technical content, including hands-on workshops – are permitted during official break periods of the scientific programme hours or outside the official break periods. The total duration of such sessions has a maximum of 2 hours per day of the Annual Meeting.

12.4. All 'Meet the Expert' sessions must take place within the booth of the Exhibitor/Sponsor itself. These sessions must not obstruct aisles, compromise safety, or cause disturbance to other Exhibitors/sponsors. ESHRE® reserves the right to intervene if these conditions are not met.

12.5. During Meet the Expert sessions, exhibitors must provide headphones for delegates while the speaker is presenting. This is to minimise noise and avoid disturbing neighbouring exhibitors.

12.6. In addition, Exhibitors/Sponsors are not allowed to arrange networking and social events during the official scientific programme hours, nor transportation to such events.

12.7. Exhibitors/Sponsors should not organise networking or social activities during ESHRE's official opening ceremony on Sunday evening.

12.8. If Exhibitors/Sponsors organise networking or social activities, in consideration of art 12.4 and art 12.5, they must act in line with all regulations, as mentioned in article 4.2.

13. Abstracts and embargoes

13.1. All Annual Meeting abstracts, except for abstracts chosen for the press programme, will be available prior to the start of the Annual Meeting on the official ESHRE® website of the Annual Meeting.

13.2. Abstracts, relating to the main scientific programme, are to be considered under embargo until they are presented.

13.3. Posters shall in any case be under embargo until the start of the Annual Meeting.

14. Security

14.1. ESHRE® shall provide a roaming security guard during the closing hours of the Annual Meeting. However, this provision does not entail any security or surveillance obligation on behalf of ESHRE regarding the goods, hardware, and promotional material of the Exhibitor/Sponsor, which remains the sole responsibility of the Exhibitor/Sponsor, as mentioned in Article 14.2.

14.2. The Exhibitor/Sponsor is responsible for the security of its own goods, hardware, and promotional material (non-limitative) and in general for his exhibition space.

14.3. The Exhibitor/Sponsor is encouraged to budget and make security arrangements for sensitive or valuable items. If insurance to cover the above is desired, it must be acquired and paid for by the Exhibitor/Sponsor.

15. Insurance

15.1. It is the responsibility of each Exhibitor/Sponsor to maintain insurance against injury, property damage, theft, fire, or any form of property loss or injury. ESHRE® requires that all Exhibitors/Sponsors maintain insurance for 1.000.000 euro or for the amount specified by local and national governments for general liability insurance.

15.2. Certificates of insurance by the Exhibitor/Sponsor must be provided to ESHRE® upon first request.

16. Contractual relationship

16.1. It is understood and agreed that this contractual relationship between ESHRE® and the Exhibitor/Sponsor constitutes a non-assignable privilege to use the granted exhibition space and is not – under any circumstances – intended to constitute a partnership, employment agreement or joint venture between the parties.

17. Intellectual Property

17.1. All materials, presented during the scientific programme, shall retain the intellectual property of the authors and all rights reside with them.

17.2. The Exhibitor/Sponsor shall ensure that each reference to and use of any of the trademarks and/or trade names of ESHRE® by the Exhibitor/Sponsor is in a manner approved by ESHRE® and accompanied by an acknowledgement – in a form approved by ESHRE® – that the used trademark is a trademark (or registered trademark) of ESHRE®.

17.3. The Exhibitor/Sponsor shall not alter, remove or tamper with any trademarks of ESHRE®.

17.4. The Exhibitor/Sponsor shall have no rights in respect to any trade names or trademarks, used by ESHRE®, in relation to his presence at the Annual Meeting and the Exhibitor/Sponsor hereby acknowledges that – except as expressly provided in the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions and ESHRE's media policy – it shall not acquire any rights in respect of any trade names or trademarks and that all such rights and goodwill are, and shall remain, vested with ESHRE®.

17.5 The Exhibitor/Sponsor shall provide ESHRE with a free, non-exclusive right to use the Exhibitor's/Sponsor's trademarks, logos and/or trade names for the purpose of announcing the Exhibitor's/Sponsor's presence at the Annual Meeting.

18. Data privacy

Data processing by ESHRE®

18.1. The Exhibitor/Sponsor accepts and acknowledges that ESHRE® may store the personal data, relative to the Exhibitor/Sponsor and its personnel, for the purposes of automatic processing within the scope of the contractual relationship.

Data processing by the Exhibitor/Sponsor

18.2. The Exhibitor/Sponsor acknowledges that every time he scans an admission badge of a participant of the Annual Meeting, via a rented scanner from ESHRE's supplier®, he collects personal data of that participant.

18.3. In that respect, the Exhibitor/Sponsor undertakes to act in accordance with the General Data Protection Regulation of 27 April 2016 ('the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC') and/or all (future) Belgian laws regarding the implementation of this regulation or modification thereof, in particular (but not exclusively) the Belgian Privacy Act of 30 July 2018.

18.4. The Exhibitor/Sponsor shall not be entitled to transmit any personal data of the Participants to a third party without prior written consent of ESHRE®. In case of prior written approval of ESHRE®, the Exhibitor/Sponsor shall ensure that this third party acts as privacy compliant as ESHRE®.

18.5. In any case, the Exhibitor/Sponsor undertakes to indemnify ESHRE® and its personnel completely for any damage caused due to non-compliance by the Exhibitor/Sponsor and/or the aforementioned third-party of the aforementioned privacy legislation.

19. Force majeure/hardship

19.1. When ESHRE® is being confronted with a situation of force majeure or hardship, ESHRE® may decide to:

i. Temporarily suspend the performance of its obligations;
ii. Revise the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions; or
iii. Terminate the agreement by simple written notification to the Exhibitor/Sponsor, without ESHRE® being liable for any damages.

In any event, a situation of force majeure in respect of ESHRE® cannot give rise to the cancellation of the booking by the Exhibitor/Sponsor.

19.2. When the Exhibitor/Sponsor is confronted with a situation of force majeure or hardship, the Exhibitor/Sponsor may decide to cancel the booking in writing, following which article 6 will become applicable.

19.3. Force majeure or hardship is considered to be: all circumstances (i) that are reasonably unforeseeable at the time the booking was confirmed, (ii) which are unavoidable (iii) that create the inability for the parties to carry out its obligations, or (iv) that would make the execution of the booking significantly more difficult than normally anticipated, financially or otherwise, such as, for example, war, strikes, lock-out, diseases, evacuations, shortage of personnel, organizational conditions, confiscation, political or social boycott, any restrictions imposed by governmental authorities, act of terrorism, natural disasters, fire, bankruptcy or delays on the part of suppliers/service providers, failure by the Exhibitor/Sponsor to provide ESHRE® with the correct and complete information necessary for carrying out the booking in good time, etc.

19.4. In the event that force majeure/hardship makes it impossible or impractical to hold the Annual Meeting at the scheduled time in the Venue, ESHRE® reserves the right to retain the full amount of the Sponsor's support, as shall be, amongst others, required to compensate for the expenses incurred up to the moment that the situation of force majeure/hardship shall have occurred.

20. Taking place and termination of the booking

20.1. The confirmed booking by ESHRE® (cf. article 5.5) shall only relate to the Annual Meeting, as indicated in the order confirmation, and shall thus not apply to any future Annual Meeting.

20.2. ESHRE® is entitled to terminate the booking at any time and without legal intervention in the event:

i. That the Exhibitor/Sponsor fails to duly perform or comply with any of its obligations – as set out in the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions – and fails to remedy within thirty (30) days after written notice thereof has been given by ESHRE®;
ii. Of exceptional circumstances which make it impossible to continue any professional cooperation between ESHRE® and the Exhibitor/Sponsor.

Parties agree that the following circumstances should be considered as exceptional circumstances (non-limitative): bankruptcy of the Exhibitor/Sponsor, every circumstance which affects the ability of one of the Parties to comply with its contractual obligations in a thorough manner or where it cannot reasonably be expected that the Party fulfils its contractual obligations, the dissolution and/or liquidation of the Exhibitor/Sponsor, fraud committed by the Exhibitor/Sponsor, negative publicity concerning ESHRE® spread by the Exhibitor/Sponsor, non-compliance with ethical regulations and non-ethical behaviour in general.

20.3. In the event of such termination, notified by registered letter, the booking will immediately and automatically be terminated without limit or compensation, notwithstanding the right of ESHRE® to compensation of the damages it incurred following this termination. The registered mail is deemed to be received five working days following its sending.

21. Payment

21.1. Unless expressly agreed otherwise, all invoices from ESHRE® are due 30 days from the proforma invoice date and are thus fully payable by bank transfer or by credit card before the start of the Annual Meeting.

21.2. Any protest regarding an invoice shall only be valid in case of being submitted in writing within 5 working days after the invoice date, with specification of the invoice date and number and a detailed substantiation of the protest.

21.3. The unconditional payment of a part of the amount of the invoice implies the explicit acceptance of the entire invoice.

21.4. Partial payments shall be accepted with all reservations and without prejudice and shall be allocated in the following order to: the collection expenses, the indemnity, the accrued interest and the outstanding invoice amount, whereby priority is allocated to the oldest outstanding invoice amount.

22. Consequences of non- or late payment

22.1. Any amount that remains fully or partially unpaid on the due date will automatically and without prior notice be increased by a default interest of 1 % per month overdue, whereby each started month will be considered as a whole month. Furthermore, the amount due will also be automatically increased with a fixed compensation equal to 10 % of the invoice amount, with a minimum of 250 euro (excl. VAT), and without prejudice to ESHRE's® right to claim the full costs for collection and any proven damage.

22.2. In case any amount remains unpaid once a period of 30 days has passed since the due date of the (proforma) invoice, ESHRE® shall in any case be entitled to consider the booking as cancelled by the Exhibitor/Sponsor according to which Article 6.2 shall apply.

Cancellation or failure to settle payment by the due dates does not release the Exhibitor from its financial or contractual obligations.

22.3. Furthermore, the non- or late payment shall automatically imply that all invoices – even those that have not yet become due – become immediately payable and all payment conditions granted shall become void.

The same applies in the event of an imminent bankruptcy, judicial or amicable dissolution of the Exhibitor/Sponsor, suspension of payments, and any other fact pointing to the insolvency of the Exhibitor/Sponsor.

23. Electronic invoicing

23.1. By placing an order, the Exhibitor/Sponsor explicitly agrees to the use of electronic invoicing by ESHRE®, unless otherwise agreed on between parties in writing.

24. Netting

24.1. In accordance with the stipulations of the Belgian Act on Financial Securities of 15 December 2004, ESHRE® and the Exhibitor/Sponsor will automatically and legally set off and settle all mutually currently existing and future debts. In the ongoing relationship between ESHRE® and the Exhibitor/Sponsor, this means that only the balance of the largest debt will remain after the above-mentioned automatic offsetting. This offsetting of debt will in any case be opposable to the receiver and the other concurrent creditors, who will therefore not be able to oppose the offsetting implemented by the parties.

25. Liability

25.1. ESHRE® is not responsible for, and expressly disclaims all liability, for:

i. The acts, omissions, negligence or conduct of any Exhibitor/Sponsor;
ii. The content accuracy, completeness, or compliance of any materials, products, services, or information displayed or provided by any Exhibitor/Sponsor;
iii. Any claims, damages, or liabilities arising from an Exhibitor's/Sponsor's failure to comply with abovementioned applicable laws or regulations;
iv. Any misrepresentations made by the Exhibitor/Sponsor or their representatives;
v. The quality, safety, or efficacy of any products or services displayed by the Exhibitor/Sponsor;
vi. Any intellectual property infringement committed by the Exhibitor/Sponsor;
vii. Any disputes between Exhibitors, Sponsors and attendees or other third parties;
viii. Any (in)direct or consequential damage that might occur following this contractual relationship (such as but not limited to loss of income or damage to third parties);
ix. Damage, loss or destruction of any property of the Exhibitor/Sponsor;
x. Any injury to the Exhibitor/Sponsor, his agents, vendors, any of his personnel, licensees and/or invitees.

25.2. The Exhibitor/Sponsor shall hold harmless and/or indemnify ESHRE®, its personnel and any other third-party present at the Annual Meeting against all claims of whatever nature that might arise from the existence, implementation and/or termination of the booking and which have been caused by his own negligence, fault or carelessness or by any of his personnel.

25.3. The Exhibitor/Sponsor shall be liable for any damage – including direct or indirect, consequential damage, special or additional, physical and/or moral damage to property and/or immaterial damages – suffered by ESHRE®, its personnel and/or third parties present at the Annual Meeting, which is caused by the Exhibitor/Sponsor, his personnel, collaborators and/or representatives, without prejudice to any other rights and remedies of ESHRE®.

This liability is, in any case, unlimited for personal injuries.

26. Enforcement of the rules and regulations & penalties

26.1.

i. Any party (including, but not limited to, Exhibitors/Sponsors, attendees, or venue staff) believing a violation of these terms and conditions has occurred or has reason to suspect such a violation, must submit a written report to ESHRE®. The report must be sent by e-mail to: exhibit@eshre.eu. The report shall include:
ii. A clear and detailed description of the alleged violation;
iii. The identity of the Exhibitor/Sponsor (or other party) alleged to be in violation; and

iv. Any relevant supporting information or evidence (e.g., photos, screenshots, witness statements, dates, times, locations).

26.2. Upon receipt of a report, ESHRE® shall review the matter at its sole discretion to determine whether a formal investigation is warranted. ESHRE® is under no obligation to investigate every report received. ESHRE® will consider all submitted information, evidence, and perspectives. The final decision regarding whether a violation has occurred and the application of any penalties rests solely with ESHRE®.

26.3. ESHRE® reserves the right to apply one or more of the following penalties for confirmed violations of these terms and conditions:

i. First violation: Cancellation of acquired Credits for the year of violation;
ii. Second violation: Cancellation of 50% of all accumulated Credits held by the Exhibitor/Sponsor as of the date of the confirmed violation;
iii. Third violation: Forfeiture of all accumulated Credits held by the Exhibitor/Sponsor;
iv. Severe violation: In case of severe violations, as determined solely by ESHRE®, ESHRE® may deny the Exhibitor/Sponsor, and any parties directly involved in the violation, access to the current Annual meeting (either temporarily or permanently) and/or to any future Annual Meeting or other ESHRE® event.

26.4. The application of these penalties by ESHRE® does not preclude an Exhibitor/Sponsor from pursuing any other legal remedies available to them under applicable law, should they not be satisfied with the way ESHRE® has handled the alleged violation.

27. Jurisdiction & Governing law

27.1. Disputes shall fall under the exclusive competence of the courts of the district where ESHRE® has its registered office, unless ESHRE® expressly states otherwise.

27.2. Belgian law shall govern the contractual relationship between ESHRE® and the Exhibitor/Sponsor, without prejudice to the applicability of international and local ethical laws and industry codes applicable to ESHRE® and the Exhibitor/Sponsor, which shall be applicable regarding all ethical matters.

28. Language

28.1. The original language of these terms and conditions is English. Unless expressly agreed otherwise, the Exhibitor/Sponsor recognises that the language of these terms and conditions shall also be the working language in all contractual relations with ESHRE®.

EXHIBITION

29. Exhibition space rental fee

29.1. When booking an exhibition space, the following is included in the exhibition space rental fee (exhaustive list):

i. Prime networking possibilities and exposure to a large group of international experts in the field, including all major opinion leaders;
ii. Complimentary registrations and admission badges for the Exhibitor's representatives (cf. article. 8);
iii. Access to the welcome reception on the first evening of the Annual Meeting;
iv. Complimentary coffee and lunch breaks;
v. A virtual exhibitor page based on the square metres that the Exhibitor is booking.

30. Booth material

30.1. Nevertheless, the Exhibitor can order, among other things: furniture, electricity, rigging, cleaning services and floral decorations via the official supplier's webshop, as foreseen in the Technical Exhibitor Manual (cf. article 11) on the official ESHRE® website of the Annual Meeting.

31. Commitment by the Exhibitor

31.1. The Exhibitor acknowledges that the general rule of the Annual Meeting, regarding the Exhibitors, implies that each Exhibitor must act as "good" exhibitor and be a good neighbour to the other Exhibitors.

Consequently, no exhibitions by the Exhibitor will be permitted which interfere with the exhibition space of other Exhibitors, nor impede access to them or hinder the free use of the exhibition area.

31.2. Furthermore, the Exhibitor acknowledges that the exhibition area is regarded as a forum for pharmaceutical, medical and laboratory equipment companies to promote their products and services.

31.3. The Exhibitor guarantees:

i. That his personnel, as well as crew members and any other party working for the Exhibitor are required to confine their activities within the Exhibitor's exhibition space;
ii. That the exhibition space is permanently staffed during the opening hours of the Annual Meeting;
iii. The Exhibitor's name, logos, signs and trademark displays will be limited to the official exhibition space within the Venue only;
iv. That his exhibition space will not exceed the rented surface and that display equipment shall not be placed or displayed outside his exhibition space;
v. To comply with all building restrictions, including height limitations as foreseen in the exhibitor section of the congress website;
vi. Not to sell any products or services during the Annual Meeting, without ESHRE®'s prior written approval.

32. Exhibition space exteriors

32.1. The exterior of any exhibition space, facing a side aisle must be suitably decorated at the Exhibitor's expense.

32.2. All designs must be officially approved by ESHRE® in writing and ESHRE® must receive all booth plans before the deadline as specified in the Technical Exhibitor manual.

33. Build-up and dismantling of the exhibition space

33.1. Build-up and dismantling of the exhibition space can only take place at the date and times, as foreseen in the exhibitor section of the congress website.

33.2. It is the sole responsibility of the Exhibitor to have his exhibition space completely installed before the official opening of the exhibit at the Annual Meeting on Sunday evening.

33.3. Dismantling of the exhibition space is prohibited during the term of the Annual Meeting. Dismantling can only start upon notification by ESHRE® that the Venue has been cleared of all visitors.

34. Video and audio productions

34.1. Video and audio productions relating to the activities, products and/or services of the Exhibitor will be permitted, provided that the equipment and screens are located set back from all aisles and all viewers/listeners stand or sit within the exhibition space. Such productions should not be audible in the aisles or in neighbouring exhibition spaces and should not interfere with ongoing sessions.

34.2. Sound systems will be permitted if not exceeding 75 decibels in volume within the exhibition space and if not objectionable to neighbouring Exhibitors nor to the attendees of the Annual Meeting.

34.3. ESHRE® reserves the right to require Exhibitors to take appropriate measures to stop sounds or noises that exceed the volume limits and that disturb other exhibitors.

35. Lighting

35.1. In the best interest of the Annual Meeting, ESHRE® reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs, lights or lasers is not permitted, without prior written approval of ESHRE®.

35.2. In any case, ESHRE® reserves the right to prohibit the use of lighting effects that disturb or interfere with other Exhibitors.

36. Subletting of the exhibition space

36.1. Exhibitors may not assign, sublet, or share their exhibition space with another company, without ESHRE's® prior written approval. Consent by ESHRE® may be conditioned upon the Exhibitor's payment of an additional fee to be determined by ESHRE®.

Any approved company by ESHRE® must accept the rules and regulations – which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and to which is referred in these terms and conditions – in writing.

37. Relocation of exhibition spaces

37.1. ESHRE® reserves the right to amend the floor plan – as published on the official ESHRE® website of the Annual Meeting – should it decide that such amendment would be necessary for the benefit of the exhibition spaces and the Annual Meeting as a whole.

37.2. If following such amendment, relocation of (some) exhibition spaces seems required, ESHRE® is entitled to take the required measures, without any right of the Exhibitor to a compensation.

38. Safety

38.1. Regular safety inspection rounds shall be held by the congress venue before and during the opening hours of the Annual Meeting. All evacuation routes and fire doors, fire equipment, alarm buttons and signs must never be obstructed, blocked or concealed.

38.2. ESHRE® preserves the right to take down or change constructions, as well as remove goods that are blocking evacuation and transport routes.

39. Fire regulations

39.1. No flammable materials shall be permitted within the Venue. All fabrics used for the exhibition space must be flame proofed or treated with aflame-retardant solution to meet the requirements of the standard flame test.

39.2. Electrical signs and equipment must be wired.

40. Beverages

40.1. Exhibitors are prohibited from serving alcoholic beverages during the official exhibit opening hours.

INDUSTRY SESSIONS

41. In-person Company Symposia

41.1. ESHRE® foresees different time slots that can be used for the organisation of Company symposia. Allocation of the time slots will be determined by the place of the Exhibitor/Sponsor in the ranking list (i.e. the first sponsor on the ranking list will have the first choice, the second sponsor on the ranking list will have the second choice etc.).

41.2. In total the sponsor can book maximum 2 sponsored session slots e.g. 2 Company Symposia or 1 Company Symposium and 1 Company Session.

41.3. The Company Symposia's session hall will be set up with standard audio-visual equipment, which shall also be used for the official ESHRE® sessions.

41.4. Recordings by ESHRE's supplier of the presentations are not included in the fee.

The standard equipment used for such recordings shall be used as for the recordings of the official ESHRE® presentations.

41.5. The Sponsor will carry sole responsibility for the scientific content of the symposium (i.e. companies are free to choose the title, lectures, speakers and chairmen of their symposium). Companies will take on the costs (travel and accommodation) for their speakers (and chairmen).

41.6. The Sponsor is allowed to advertise or announce his Company Symposium by putting up sign board(s) near the entrance(s) of the session hall one hour before the start of the Company Symposium. Once the Company Symposium is finished, the sign boards need to be removed immediately. The size of the sign board should not exceed 800mm width / 2000mm height (roll up banner).

41.7. The programme of all Company Symposia will be announced on the official ESHRE® website of the Annual Meeting on a separate dedicated webpage, and not in the official scientific programme, according to the CME (EACCME) regulations.

42. In-person Company Sessions

42.1. ESHRE® foresees different time slots that can be used for the organisation of the Company Sessions. Allocation of the time slots will be determined by the place of the Exhibitor/Sponsor in the ranking list (i.e. the first sponsor on the ranking list will have the first choice, the second sponsor on the ranking list will have the second choice etc.).

42.2. In total the sponsor can book maximum 2 sponsored session slots e.g 2 Company Sessions or 1 Company Session and 1 Company Symposium.

42.3. The session room, in which the Company Sessions take place, shall have standard audio-visual equipment, which shall also be used for the official ESHRE® sessions.

42.4. Recordings by ESHRE® of the presentations are not included in the fee.

42.5. The Sponsor will carry sole responsibility for the scientific content of the Company Session (i.e. companies are free to choose the title, lectures, speakers and chairmen of their session). Companies will take on the costs (travel and accommodation) for their speakers (and chairmen).

42.6. The Sponsor is allowed to advertise or announce his Company Session by putting up sign board(s) near the entrance(s) of the session hall one hour before the start of the Company Session. Once the Company Session is finished, the sign boards need to be removed immediately. The size of the sign board should not exceed 800mm width / 2000mm height (roll up banner).

The programme of all Company Sessions will be announced on the official ESHRE® website of the Annual Meeting on a separate dedicated webpage, and not in the official scientific programme, according to the CME (EACCME) regulations..

43. Compliance

43.1. All of the aforementioned sponsored sessions need to be compliant with the regulations imposed by the European Union of Medical Specialists (UEMS) and the European Accreditation Council for CME (EACCME) stating that the programmes of the Industry sessions have to be listed separately from the official scientific programme. This strict separation will also be maintained for announcements in other publications (should there be any).

43.2. All sponsored sessions must be held at the Venue during the official time slots offered by ESHRE®. Sponsors holding a sponsored session outside the Venue and/or outside the official sponsored session slots will be penalised (cf. article 26).

44. Other forms of sponsorship

44.1. In addition to the sponsored sessions and exhibit spaces, ESHRE® foresees other forms of onsite and online sponsorships which can be consulted at the official ESHRE® website of the Annual Meeting.

44.2. ESHRE® carries no responsibility concerning the content of any promotional material, information, publication of the Exhibitor/Sponsor, in whatsoever manner. The Exhibitor/Sponsor is requested to follow ESHRE's guidelines such as but not limited to E-Blasts, Social Media posts and push notifications.

44.3. Without prejudice to the foregoing, ESHRE® is at all time open to suggestions from Exhibitors/Sponsors regarding sponsorship opportunities which are not listed on the official ESHRE® website of the Annual Meeting. In such case, ESHRE® might opt for a customised agreement with the Exhibitor/Sponsor.

45. Privacy declaration ESHRE

45.1. ESHRE's privacy declaration – which can be consulted on the congress website - is part of ESHRE's General terms and conditions Annual Meeting.

46. Liability

46.1. ESHRE® is not responsible for, and expressly disclaims all liability, for:

xi. The acts, omissions, negligence or conduct of any session holder;
xii. The content accuracy, completeness, or compliance of any materials, products, services, or information displayed or provided by any session holder;
xiii. Any claims, damages, or liabilities arising from a session holder's failure to comply with abovementioned applicable laws or regulations;
xiv. Any misrepresentations made by the session holder or their representatives;
xv. The quality, safety, or efficacy of any products or services displayed by the session holder;
xvi. Any intellectual property infringement committed by the session holder;
xvii. Any disputes between session holders and attendees or other third parties;
xviii. Any (in)direct or consequential damage that might occur following this contractual relationship (such as but not limited to loss of income or damage to third parties);
xix. Damage, loss or destruction of any property of the session holder;
xx. Any injury to the Exhibitor/Sponsor, his agents, vendors, any of his personnel, licensees and/or invitees.

46.2. The session holder shall hold harmless and/or indemnify ESHRE®, its personnel and any other third-party present at the Annual Meeting against all claims of whatever nature that might arise from the existence, implementation and/or termination of the booking and which have been caused by his own negligence, fault or carelessness or by any of his personnel.

46.3. The session holder shall be liable for any damage – including direct or indirect, consequential damage, special or additional, physical and/or moral damage to property and/or immaterial damages – suffered by ESHRE®, its personnel and/or third parties present at the Annual Meeting, which is caused by the session holder, his personnel, collaborators and/or representatives, without prejudice to any other rights and remedies of ESHRE®.

This liability is, in any case, unlimited for personal injuries.

session holder' views, statements, products and activities are not endorsed and do not reflect or represent the views or positions of ESHRE.