

AIDS 2024: Terms and conditions for the exhibition

Definitions

These terms and conditions are valid for every organization ordering an exhibition package (hereinafter referred to as «exhibitor») for AIDS 2024, the 25th International AIDS Conference which is planned to take place in Munich, Germany, and virtually from 22 to 26 July 2024. Pre-conferences will be held on 20 and 21 July 2024.

All references to a date or a deadline, in this and other conference documents, refer to the Central European Time Zone (CET).

The organizer of AIDS 2024 is IAS – the International AIDS Society – a Swiss non-governmental organization with its principal office at Avenue de France 23, CH-1202 Geneva, Switzerland (Federal number CH-660.1.312.004-6).

Ordering an exhibition package

Exhibitors ordering an AIDS 2024 exhibition package must meet the following criteria for acceptance:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV pandemic
- Reflecting conference policies and goals of diversity, equity and inclusion

Organizations shall not use the AIDS 2024 facilities and/or the AIDS 2024 virtual platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose or cybercrime
- In violation of the Principles of participation in our conferences or the IAS terms of use
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex in force
- In conflict with any applicable data security and protection laws, including the Swiss Federal Act on Data Protection (nFADP), the European Union General Data Protection Regulation (GDPR) or any relevant data protection regulation



• In any manner that could vitiate the insurance or increase the rate of the conference insurance

Exhibition orders

Exhibitors must use the AIDS 2024 online ordering system to order an exhibition package. The Exhibition team has the discretion to accept or reject exhibition orders. All orders placed are subject to these terms and conditions.

Exhibiting organizations can choose between three packages: shell scheme booths, space-only options and the virtual exhibition.

The placed order is binding and the payment is to be processed directly upon placing the order. If requested by the AIDS 2024 Exhibition team exhibitors will need to provide proof of payment.

Exhibition package orders will be confirmed upon receipt of the payment in full and approval of the IAS. If the IAS has not received the order and full payment before the early fee deadline, the standard fee will apply and the order will be charged with the corresponding surcharge.

Exhibiting organizations with an outstanding amount will neither be entitled to start any setting up (for example, on-site booth set-up) nor to receive their exhibitor registration badge.

The Exhibition team assigns the location of the in-person and virtual booths based on receipt of the exhibition booking and payment, availability and the overall requirements for the exhibition.

The Exhibition team has the right to revise the location of the exhibition and/or the exhibition booth, as well as the date and time of the exhibition. Changes in the duration and/or location of the exhibition or exhibition booth do not entitle the exhibitor to cancel the booking, request a reduction of fees, or put forward a claim for any damages or costs thereby incurred.

If AIDS 2024 reaches exhibition capacity and is unable to accept further orders or grant size increases to existing orders, a waiting list will be created. If existing exhibitors cancel, the Exhibition team will contact the organizations on this waiting list on a first-come, first-served basis.

For the in-person exhibition, all booths must be continually staffed during exhibition hours. All exhibitor staff must be registered as exhibitors and wear the applicable registration badge at all times. The number of free exhibitor registrations per exhibition booth and/or space is detailed in the exhibition packages. The registered exhibitor is permitted to access the exhibition only during the official opening times as indicated in the AIDS 2024 exhibitor manual unless the Exhibition team approves in writing otherwise. If the maximum in-person conference participant capacity is reached, the IAS reserves the right to decline or limit the number of exhibitor registrations.

Only registered conference participants will be granted access to the exhibition.



Payment conditions

All prices are in USD. For exhibition bookings, no German VAT will be charged by IAS, but a reverse-charge mechanism may apply.

All payments have to be made in USD, using a credit card or by bank transfer (cheques are not accepted). The transmitter must prepay all bank fees and money transfer costs. Orders over USD 30,000 must be paid by bank transfer. Invoices are payable within 10 days of receipt of the corresponding invoice.

In case of overpayment, refund requests must be made in writing and emailed to the Exhibition team no later than 19 July 2024. A handling fee of USD 65 will be charged. Refunds, if applicable, will be made in the same form as the original transaction. If the original transaction was processed by credit card, the refund will be made to the same credit card. If the original transaction was processed by bank transfer, the refund will be made to the bank account used for the initial payment.

Format change policy

The IAS allows you to change the format of your package as follows until 13 March 2024, 23:59 CET:

- If there is a change from the shell scheme booth or space-only packages to the virtual exhibition, the difference will be refunded free of charge.
- If there is a change from the virtual exhibition package to the shell scheme booth or spaceonly packages, the difference will be charged.

Other changes are not allowed.

Conference format change

The IAS retains the right to switch the conference format from in person and virtual to fully virtual, at its discretion.

If this occurs, all shell scheme booth and space-only packages will be converted to a virtual exhibition package only and the difference refunded.

Cancellation policy

Cancellations must be emailed to the Exhibition team at exhibition@aids2024.org. The cancellation will not be effective until the exhibiting organization receives a written acknowledgement from the Exhibition team. Unpaid orders are equally subject to the cancellation policy charges outlined below.



A strict refund policy will apply to the cancellation of an exhibition package order:

- 50% of the total amount refunded if the cancellation is received on or before 14 February 2024, 23:59 CET
- No refund if the cancellation is received after 14 February 2024, 23:59 CET

Credit will not be given for unattended or partially attended events.

Cancellation of AIDS 2024

If AIDS 2024 cannot be held or is postponed due to events beyond the control of the IAS (including force majeure) or due to events not attributable to wrongful intent or gross negligence of the IAS, exhibitors cannot hold the IAS liable for any damages, costs, financial losses or any other losses incurred.

In these circumstances, the IAS reserves the right to either retain the entire exhibition amount and use it for a future conference or to reimburse the exhibitors after deducting costs already incurred for the organization of AIDS 2024 and which could not be recovered from third parties.

Modification of the programme

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

Data protection and sharing of contact details with third parties

The IAS will collect, process, transfer and store the exhibitor's personal data only for: (i) the preparation and execution of AIDS 2024; and (ii) the preparation of future IAS, AIDS and HIVR4P conferences. Data protection is warranted in accordance with the Swiss Federal Act on Data Protection (nFADP) and the European Union General Data Protection Regulation (GDPR).

The exhibitor's personal data will be retained securely and be accessible only on a need-to-know basis by duly authorized persons. For further information, please read the IAS data privacy policy.

The exhibitor's personal data entered in the AIDS 2024 online ordering system supplied by Key4Events and ExpoDoc will be shared with the IAS. That data consists of full first and last name(s), email address, organization name, organization country, organization invoicing address, organization type and tax information (where applicable).

In addition, the full first and last name(s) and email address will be shared with the following third parties:



- AIDS 2024 Registration team, c/o K.I.T. Group Germany
- AIDS 2024 virtual platform provider

Exhibitors' appointed contractors

Exhibitors assume full responsibility for all acts or omissions of all appointed contractors providing services to them. Exhibitors must ensure that such appointed contractors fully comply with these terms and conditions, the exhibitor manual and any other rules and regulations that apply to AIDS 2024. Exhibitors will be exclusively responsible for any non-compliance by appointed contractors.

Content responsibility

The IAS is not responsible for the content or/and accuracy of any material presented or exhibited by an exhibitor at the exhibition booth or in the exhibition (both in person and virtual).

Conference embargo policy

All AIDS 2024 abstracts are released to conference participants under a strict embargo policy. A detailed breakdown of embargo procedures for different types of abstracts is available on the AIDS 2024 embargo policy page.

All AIDS 2024 participants commit to adhering to this policy when they apply for conference registration.

Exhibition content and information

Due to our multidisciplinary audience, in accordance with mandatory national, European and international regulations, the IAS does not allow any advertising or promotion of prescription-only medicines or products in exhibition booths or the exhibition held in person or virtually. The visual booth design and all exhibition content and information available to conference participants must not promote any prescription-only medicines or products. It is the full responsibility of the exhibitor to ensure that the exhibition booth, all content and information available to conference participants, and all exhibition booth staff, contractors or agencies they work with, fully comply with any applicable regulations and regulatory frameworks governing prescription advertising.

Further information about the regulatory frameworks governing prescription advertising are available here.



Photo and video consent

In view of the fact that the events related to AIDS 2024 will be filmed and photographed, all exhibitors hereby agree that, by participating in the conference, images and/or voices may be recorded and published or broadcast through different media.

If an exhibitor wishes to film or take photographs at AIDS 2024, it is the exhibitor's responsibility to first seek permission from all those being filmed or photographed in line with host city or any other applicable laws or regulations.

IAS branding

The exhibitor acknowledges that the IAS owns certain names, trademarks, service marks, copyrights and other intellectual property ("IAS branding") and owns or has certain merchandising rights in and to IAS branding and all goodwill associated with or symbolized by IAS branding. The exhibitor may not use IAS branding for any purpose that is not expressly permitted in writing by the IAS.

The Ten Principles of the UN Global Compact

IAS supports The Ten Principles of the UN Global Compact in the areas of human rights, labour, the environment and anti-corruption:

Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.



Anti-Corruption

• Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

By partnering with the IAS, the exhibitor acknowledges the importance of The Ten Principles of the UN Global Compact and will embrace, support, uphold and strictly abide by them.

Ethical provider policy

By partnering with the IAS, the exhibitor affirms that it does not actively or implicitly support discriminatory workplace policies, including real or perceived HIV status, sexual orientation, gender identity, mental or physical disability, age, race/ethnicity, marital status, family or caregiver responsibilities, pregnancy, religion or political views that would negatively impact people living with HIV, the conference community and its delegates, and IAS stakeholders.

Liability

The liability of the IAS – for whatever reason – is limited to intent or gross negligence and is hereby excluded for:

- Any damage caused to exhibitors' property or personnel, including staff, visitors, clients, set-up and dismantling crews, acting agents or other third parties
- Any damage or losses arising out of or related to any and all rigging from or to the physical structure of the conference venue or any fixture thereto, and all other set-up and/or alterations at or to the conference venue
- The loss or theft of any belongings during the period of the conference, including build-up and dismantling
- Any misuse of data or any intellectual property or cybercrime resulting from the participation in the virtual conference
- Any damages related to access to or the malfunction of the virtual conference platform in case of any technical failures, breakdown or for any other cause beyond the control of the IAS

All exhibitors are obliged to purchase and maintain their own insurance policies through the term of AIDS 2024, including any set-up and dismantling times, against any and all risks incurred in an in-person and virtual event. The insurance has to cover any theft and damage to property and personnel, including set-up crews, during the entire time of the exhibition, including set-up and dismantling days.

If the premises are destroyed or damaged by fire or by any other cause, or if any circumstances whatsoever, including strikes, make it impossible for the IAS to permit any exhibitors to occupy the premises, no reduction in costs or refunds is applicable. The IAS is released from any kind and all claims for damage that might arise in consequence thereof.



If the virtual conference platform becomes inaccessible due to any technical failure, breakdown or any other cause, no reduction in costs or refunds is applicable. The IAS is released from any kind and all claims for damage or losses that might arise in consequence thereof.

Indemnification

Exhibitors agree to indemnify, defend and hold harmless the IAS and each of its directors, members, officers, agents, employees, affiliates and subsidiaries from and against any and all liabilities, damages (including cybercrime and copyright infringement), actions, causes of action, costs, losses, claims and demands or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees and all other costs, fees, expenses and charges arising out of or resulting from any breach of these terms and conditions.

Waiver of claims and warranty

Exhibitors assume full responsibility for safeguarding online materials owned or used by the exhibitors.

Compliance with laws

Exhibitors must, at their own expense, promptly comply and cause their employees, agents, contractors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements and to conform in all respects with laws, rules and regulations applicable to Munich, Germany, the conference venue and AIDS 2024.

Repair and return of facilities

Exhibitors must return the authorized and rented areas in the conference venue to the IAS in the same condition as received. The exhibitor is fully responsible for any costs to repair or replace any property at the conference venue that is damaged or lost and to replace any damaged goods of any third party during the term of AIDS 2024, including set-up and dismantling costs, if these are caused by an exhibitor and/or its agents, contracted staff or an employee or person hired on its behalf.

Evacuation of facility

If it becomes appropriate in the judgement of the IAS or the conference venue representatives to evacuate the premises for reasons of public safety, then, after such evacuation, exhibitors may return to the venue and continue to exhibit in line with exhibition opening hours. No refund will be given for any time missed due to the evacuation.



Governing law & arbitration

These terms and conditions shall be governed and construed in accordance with the laws of Switzerland, without regard to choice of law rules.

Any dispute, controversy or claim arising out of, or in relation to, these terms and conditions, including the validity, invalidity, breach or termination thereof shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Center in force on the date that the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English. The arbitration shall be conducted in accordance with the provisions for expedited procedure.

Click <u>here</u> for further information on the IAS privacy policy.