

AIDS 20 24: Terms and conditions for pre-conferences

Definitions

These terms and conditions are valid for every organization applying for a pre-conference package (hereinafter referred to as «pre-conference organizers») 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.

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 a pre-conference package

Organizations ordering an AIDS 2024 pre-conference 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 <u>Principles of participation in our conferences</u> or the <u>IAS terms of use</u>
- 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 but not limited to 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

Additionally, the pre-conference organizers shall not:

- a. Sub-let the allocated venue and virtual space or part of it to any third party without prior written consent of the IAS
- b. Bring any equipment, goods or services into the conference centre without prior written consent of the IAS
- c. Connect any hardware to the local area network, hard-wired connections and electrical outlets without prior approval of the IAS

Pre-conference orders

Pre-conference organizers must use the AIDS 2024 online ordering system to order a pre-conference package. All orders placed are subject to these terms and conditions.

The placed order is binding and the payment is to be processed directly upon placing the order. If requested by the AIDS 2024 Pre-conferences team, pre-conference organizers will need to provide proof of payment.

Pre-conference package orders will be confirmed upon receipt of the payment in full and approval of the IAS.

The Pre-conferences team reserves the right to accept or reject pre-conference applications for any reason. If the Pre-conferences team accepts the pre-conference application, the pre-conference organizer must submit a complete outline that includes presentation titles and final speaker names in compliance with the timeline and instructions provided by the Pre-conferences team.

The scheduling of pre-conferences is at the discretion of the Pre-conferences teams, which will reasonably endeavour to take applications in their order of filing and payment, depending always on availability of the pre-conference organizers' chosen pre-conference package and the overall pre-conference planning.

The Pre-conferences team has the right to revise the location, date and time of the pre-conferences. Changes in the date and time and/or location do not entitle the pre-conference organizer to cancel the booking, request a reduction of fees or claim for any damages or costs thereby incurred.

For a pre-conference taking place in person, session rooms must be vacated immediately after the session ends. If the company or its agent fails to vacate the room on time, the Pre-conferences team reserves the right to remove and store or dispose of the items left in the room at the company's expense.



If AIDS 2024 reaches pre-conference capacity and is unable to accept further orders, a waiting list will be created. If existing pre-conference organizers cancel, the Pre-Conference team will contact the organizations on this waiting list on a first-come, first-served basis.

Only registered conference participants will be granted access to pre-conferences.

Payment conditions

All prices are in USD. For pre-conferences, 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 Preconferences 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.

Pre-conference organizers with an outstanding amount will neither be entitled to access the ordered services, including pre-recordings if applicable, nor to host their pre-conference.

Format change policy

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

<u>Pre-conferences</u>

- If there is a change from a small to a medium or large pre-conference package, or from a medium to a large pre-conference package, the difference will be charged.
- If there is a change from a large to a medium or small pre-conference package, or from a medium to a small pre-conference package, the difference will be refunded free of charge.

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 pre-conferences will be run fully virtually at the same package price structure.



Cancellation policy

Cancellations must be emailed to the Pre-conferences team at preconferences@aids2024.org. The cancellation will not be effective until the pre-conference organizer receives a written acknowledgement from the Pre-conferences team. Unpaid orders are equally subject to the cancellation policy charges outlined below.

A strict refund policy will apply to the cancellation of a pre-conference 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, pre-conference organizers 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 amount and use it for a future conference or to reimburse the pre-conference organizer 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 pre-conference organizer'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 pre-conference organizer'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 <u>IAS</u> data privacy policy.



The pre-conference organizer'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 K.I.T. Group, Germany
- Abstract management provider pharma service, a business unit of documediaS GmbH,
 Germany
- AIDS 2024 virtual platform provider

Pre-conference organizers' appointed contractors

Pre-conference organizers assume full responsibility for all acts or omissions of all appointed contractors providing services to them. Pre-conference organizers will ensure that such appointed contractors will fully comply with these terms and conditions, the AIDS 2024 Pre-conferences guide and any other regulations that apply to AIDS 2024. Pre-conference organizers 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 at a preconference (both in person and virtual).

Intellectual property and permission to publish and share presentation materials

The pre-conference organizers and all active participants (for example, panellists, speakers, presenters, moderators, chairs and co-chairs) grant the IAS the non-exclusive worldwide, irrevocable, perpetual and royalty-free permission to use the presentation materials as set forth below. It is the pre-conference organizers' responsibility to obtain the written consent of all its active participants in this respect.

- 1. The pre-conference organizer and all active participants give their consent for all presentation materials:
 - a. To appear in the pre-conference (scheduled and/or on demand) during AIDS 2024



- b. To be uploaded, as recorded, on the conference platform and/or the AIDS 2024 website as soon as available after the scheduled pre-conference (The recording will be accessible to registered conference participants for 30 days after the conference.)
- c. To be shared with the AIDS 2024 scientific media partners and registered media for their use in analysing and reporting on information presented at AIDS 2024
- d. To be shared with the AIDS 2024 lead rapporteurs and assistant rapporteurs for their use in analysing and reporting on information presented at AIDS 2024
- e. For the use of the session recording by the pre-conference (if applicable)
- f. To be stored, published, downloaded, uploaded, reproduced, edited, displayed, distributed and/or otherwise used for internal purposes of the IAS.
- 2. The pre-conference organizer confirms that all its active participants own the rights and have permission to: (i) use the presentation materials for AIDS 2024; and (ii) grant the above licence to the IAS and further confirm that the presentation materials do not infringe upon any third party's rights. The pre-conference organizer and all active participants agree to indemnify and hold the IAS harmless from any liability that may result from the use of the presentation materials.

The term, "presentation materials", includes the session and presentation recordings, all music, images, videos, voice and other sound recordings of presenters and other people in the recording, any slides, and any other material and content comprising a presentation for the pre-conference.

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 adhere to this policy when they apply for conference registration.

Pre-conference 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 pre-conferences, held in person, virtually or in a hybrid format. All pre-conference content and information available to conference participants must not promote prescription-only medicines or products. It is the responsibility of the pre-conference organizers to ensure that all pre-conference content and information available to conference participants, and all pre-conference organizer 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 preconference organizers hereby agree that, by participating in the conference, images and/or voices may be recorded and published or broadcast through different media.

If a pre-conference organizer wishes to film or take photographs at AIDS 2024, it is the pre-conference organizer'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 pre-conference organizers acknowledge 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. Pre-conference organizers may not use IAS branding for any purpose that is not expressly permitted in writing by 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, pre-conference organizers acknowledge 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 pre-conference organizers affirm that they do 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 pre-conference organizers' 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 pre-conference organizers 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 pre-conference, 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 pre-conference organizers 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

Pre-conference organizers 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

Pre-conference organizers assume full responsibility for safeguarding online materials owned or used by the pre-conference organizers.

Compliance with laws

Pre-conference organizers must, at their own expense, promptly comply and cause its 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

Pre-conference organizers must return the authorized and rented areas in the conference venue to the IAS in the same condition as received. The pre-conference organizers are 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 setup and dismantling costs, if these are caused by a pre-conference and/or their agents, contracted staff or an employee or person hired on their 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, pre-conference organizers may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with other commitments of the IAS. If it is not possible to complete presentation of the event, no refund will be possible.



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 & 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.