

AIDS 2024: Terms and conditions for satellite symposia

Definitions

These terms and conditions are valid for every organization applying for a satellite symposium package (hereinafter referred to as «satellite 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).

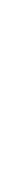
Ordering a satellite package

Organizations ordering an AIDS 2024 satellite 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 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 satellite 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

Satellite orders

Satellite organizers must use the AIDS 2024 online ordering system to order a satellite 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 Satellites team, satellite organizers will need to provide proof of payment.

Satellite 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.

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

The scheduling of satellites is at the discretion of the Satellites team, which will reasonably endeavour to take applications in their order of filing and payment, depending always on availability of the satellite organizers' chosen satellite package and the overall satellite programme planning. Only Major Industry Sponsors can select their slot.

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

For a satellite 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 Satellites 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 satellite slot capacity and is unable to accept further orders, a waiting list will be created. If existing satellite organizers cancel, the Satellite 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 the satellites.



Payment conditions

All prices are in USD. For satellites, 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 Satellites 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.

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

Format change policy

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

Satellite symposia

- If there is a change from a hybrid satellite to a fully pre-recorded satellite, the difference will be refunded free of charge.
- If there is a change from a fully pre-recorded satellite to a hybrid satellite, 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 satellites will be run fully virtually at the same package price structure.



Cancellation policy

Cancellations must be emailed to the Satellites team at <u>satellites@aids2024.org</u>. The cancellation will not be effective until the satellite organizer receives a written acknowledgement from the Satellites team. Unpaid orders are equally subject to the cancellation policy charges outlined below.

A strict refund policy will apply to the cancellation of a satellite 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, satellite 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 satellite 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 satellite 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 satellite 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 IAS data privacy policy.



The satellite 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

Satellite organizers' appointed contractors

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

Intellectual property and permission to publish and share presentation materials

The satellite 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 set forth below. It is the satellite organizers' responsibility to obtain the written consent of all their active participants in this respect.

- 1. The satellite organizer and all active participants give their consent for all presentation materials:
 - a. To appear in the satellites (scheduled and/or on demand) during AIDS 2024
 - b. To be uploaded, as recorded, on the conference virtual platform and/or the AIDS 2024 website as soon as available after the scheduled satellite (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 satellite organizer (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 satellite 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 satellite 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 satellite.

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.

Satellite content and information

Due to our multidisciplinary audience, in accordance with mandatory national and international regulations, the IAS does not allow any advertising or promotion of prescription-only medicines or products in satellite symposia, held in person, virtually or in a hybrid format. All satellite symposia content and information available to conference participants must not promote prescription-only medicines or products. It is the responsibility of the satellite organizers to ensure that all satellite symposia content and information available to conference participants, and all satellite 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 **he<u>re</u>**.



Photo and video consent

In view of the fact that the events related to AIDS 2024 will be filmed and photographed, all satellite 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 satellite organizer wishes to film or take photographs at AIDS 2024, it is the satellite 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 satellite 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. The satellite organizers shall 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, satellite 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, satellite 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 satellite 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 satellite 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 satellite, 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 satellite 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

Satellite 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, 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

Satellite organizers assume full responsibility for safeguarding online materials owned or used by the satellite organizers.

Compliance with laws

Satellite 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

Satellite organizers must return the authorized and rented areas in the conference venue to the IAS in the same condition as received. Satellite 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 set-up and dismantling costs, if these are caused by a satellite organizer 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, satellite 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.