



**IAS 2023**

# IAS 2023: Terms and conditions for satellites and exhibition

## Definitions

These terms and conditions for satellites and exhibition are valid for every organization (hereinafter referred to as "satellite organizer", "exhibition organizer", "satellite and/or exhibition organizer(s)" or "data subject") applying for a satellite and/or exhibition package for IAS 2023, the 12th IAS Conference on HIV Science (hereinafter referred to as "IAS 2023" or the "conference"), which is planned to take place in Brisbane, Australia, and virtually from 23 to 26 July 2023.

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

The organizer of IAS 2023 is IAS – the International AIDS Society – (hereinafter referred to as the "IAS"), 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 or exhibition package

Organizations ordering an IAS 2023 satellite or 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 and AIDS pandemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the facilities and/or the IAS 2023 online conference 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 conference participation](#) or the [IAS terms of use](#)
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex
- In conflict with any applicable data security and protection laws, including but not limited to the European Union General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP) or any relevant data protection regulation
- In any manner that could vitiate the insurance or increase the rate of insurance on the facilities and/or virtual conference



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## Satellite and exhibition orders

Satellite and/or exhibition organizers must use the IAS 2023 online ordering platform to order a satellite symposium package and/or exhibition package. All orders placed are subject to the present IAS 2023: Terms and conditions for satellites and exhibition.

The placed order is binding and the payment is to be processed directly upon placing the order. If requested by the IAS 2023 Satellites and Exhibition team, satellite and/or exhibition organizers will need to provide proof of payment.

Satellite and 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 shall apply and the order shall be charged with the corresponding surcharge.

Exhibition organizers with an outstanding amount will not be allowed to start any setting up (for example, on-site booth set-up or virtual exhibition design and uploading documents), nor to access the exhibition (including the virtual exhibition).

Satellite organizers with an outstanding amount will not be allowed to access the satellite services, including pre-recordings if applicable, nor to host their satellite symposium.

## Exhibition orders

The IAS 2023 Exhibition team has the discretion to accept or reject exhibition orders. Exhibition organizers can choose between three packages: in-person booth plus virtual package; in-person space-only plus virtual package; and virtual exhibition package.

The IAS 2023 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 IAS 2023 Exhibition team has the right to revise the location, date and time of the exhibition. Changes in the duration and/or location of the exhibition do not entitle the exhibition organizer to cancel the booking, request a reduction of fees, or put forward a claim for any damages or costs thereby incurred.

If the conference 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 exhibition organizers cancel, the IAS 2023 Exhibition team will contact exhibition organizers on this waiting list on a first-come, first-served basis.

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For the in-person exhibition, all booths must be continually staffed during exhibition hours. All exhibition 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 IAS 2023 exhibition manual, unless the IAS 2023 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.

For organizations ordering an in-person exhibition package, a Goods and Services Tax (GST) of 10% is applicable. This will be reflected on the corresponding payment order/invoice. No GST is applicable for virtual exhibition package orders only.

## Satellite orders

The IAS 2023 Satellites team reserves the right to accept or reject satellite applications for any reason. If the IAS 2023 Satellites team accepts the satellite symposium application, the satellite organizer must submit a complete satellite outline that includes presentation titles and final speaker names in compliance with the timeline and instructions provided by the IAS 2023 Satellites team.

The IAS 2023 Satellites team schedules the satellite symposia based on receipt of the satellite booking and payment, availability of the satellite organizers' chosen satellite symposium duration (60 minutes, 90 minutes or prime time) and the overall requirements for the conference programme.

The IAS 2023 Satellite team has the right to revise the location, date and time of the satellite symposia. Changes in the date and time and/or location of the satellite symposia 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 symposium that is taking place in person, session rooms must be vacated immediately after the symposium ends. If the company or its agent fails to vacate the room on time, the IAS 2023 Satellites team reserves the right to remove and store or dispose of the items left in the room at the company's expense.

Only registered conference participants will be granted access to the satellite symposia.

For organizations ordering a satellite package, a Goods and Services Tax (GST) of 10% is applicable. This will be reflected on the corresponding payment order/invoice.



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## Payment conditions

All prices are in USD. According to Australian tax law, a goods and services tax (GST) of 10% is applied to all in-person satellites and exhibition orders. This will be reflected on the corresponding payment order/invoice.

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.

In case of overpayment, refund requests must be made in writing and emailed to the IAS 2023 Satellites and Exhibition team no later than 26 July 2023. A handling fee of USD 65 will be charged. Refunds will be made after the conference in the same form as the original transaction. For original payments made by bank transfer, the overpayment notification must indicate a bank account to which a refund should be remitted.

## Format change policy

IAS 2023 allows you to change the format of your package as follows until **30 March 2023, 23:59 CET**:

- An exhibition package as follows:
  - If there is a change from the in-person plus virtual exhibition package to a virtual exhibition package only, the difference will be refunded free of charge.
  - If there is a change from a virtual exhibition package to an in-person plus virtual exhibition package, the difference will be charged.
- A satellite symposium as follows:
  - If there is a change from a semi-live satellite symposium to a fully pre-recorded or fully live satellite symposium, or from a fully live satellite symposium to a fully pre-recorded satellite symposium, the difference will be refunded free of charge.
  - If there is a change from a fully pre-recorded satellite symposium to a semi-live or fully live satellite symposium, or from a fully live satellite symposium to a semi-live satellite symposium, the difference will be charged.

Other changes are not allowed.



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## Conference format change

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

Should this occur:

- All satellite symposia will be run fully virtually at the same satellite symposium package price structure.
- All in-person (booth and space-only) plus virtual exhibition packages will be converted to a virtual exhibition package only and the difference refunded.

## Cancellation policy

Cancellations must be emailed to the IAS 2023 Satellites and Exhibition team at [satellites@ias2023.org](mailto:satellites@ias2023.org) and/or [exhibition@ias2023.org](mailto:exhibition@ias2023.org). The cancellation will not be effective until the satellite and/or exhibition organizer receives a written acknowledgement from the IAS 2023 Satellites and 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 or satellite package order:

- 50% of the total amount refunded if the cancellation is received on or before 30 March 2023, 23:59 CET
- No refund if the cancellation is received after 30 March 2023, 23:59 CET

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

## Cancellation of IAS 2023

If IAS 2023 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 by the IAS, the IAS cannot be held liable by satellite and/or exhibition organizers for any damages, costs, financial losses or any other losses incurred.

In these circumstances, the IAS reserves the right to either retain the entire satellite and/or exhibition amount and use it for a future conference or to reimburse the satellite and/or exhibition organizer after deducting costs already incurred for the organization of IAS 2023 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.

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## Data protection and sharing of contact details with third parties

The IAS will collect, process, transfer and store a data subject's personal data only for: (i) the preparation and execution of IAS 2023; and (ii) the preparation of future IAS, AIDS and HIVR4P conferences. Data protection is warranted in accordance with regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the GDPR") and the Swiss Federal Act on Data Protection (FADP).

Data subjects' 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 data subject's personal data entered in the IAS 2023 online ordering platform 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:

- IAS 2023 Registration team, c/o K.I.T. Group Germany
- Abstract management provider – pharma service, a business unit of documediaS GmbH, Germany
- IAS 2023 virtual platform provider

## Satellite and exhibition organizers' appointed contractors

Satellite and exhibition organizers assume full responsibility for all acts or omissions of all appointed contractors providing services to them. Satellite and exhibition organizers will ensure that such appointed contractors fully comply with the present IAS 2023: Terms and conditions for satellites and exhibition, the IAS 2023 satellite guide and/or IAS 2023 exhibition manual and any other regulations that apply for IAS 2023. Satellite and exhibition 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 or exhibited at a satellite symposium or in the exhibition (both in-person and virtual).



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## Intellectual property: Permission to publish and share presentation materials

The satellite organizers and all active satellite 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 [1] as set out below. It is the satellite organizer's responsibility to obtain the written consent of all their active satellite participants in this respect.

1. The satellite organizer and all active satellite participants give their consent for all presentation materials:
  - a. To appear in the satellite symposium (scheduled and/or on demand) during IAS 2023
  - b. To be uploaded, as recordings, on the conference platform and/or the IAS 2023 website as soon as they are available after the scheduled satellite symposium. The recording will be accessible to registered conference participants for 30 days after IAS 2023
  - c. To be shared with IAS 2023 scientific media partners and registered media for their use in analysing and reporting on information presented at IAS 2023
  - d. To be shared with the IAS 2023 lead rapporteurs and assistant rapporteurs for their use in analysing and reporting on information presented at IAS 2023
  - 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 IAS internal purposes
2. The satellite organizer confirms that all their active satellite participants own the rights and have permission to: (i) use the presentation materials for IAS 2023; 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 satellite participants agree to indemnify and hold the IAS harmless from any liability that may result from the use of the presentation materials.

## Conference embargo policy

All IAS 2023 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 IAS 2023 [embargo policy page](#).

All conference participants commit to adhere to this policy when they apply for IAS 2023 registration and/or accept a speaking role in a satellite symposium.

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<sup>1</sup> The term, "presentation materials", includes 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 session.





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## Satellite and exhibition content and information available

Due to our multidisciplinary audience, in accordance with mandatory international regulations, the IAS does not allow any advertising or promotion of prescription-only medicines or products in satellite symposia and/or exhibition booths, held in person, virtually or in a hybrid format. All satellite symposia and exhibition content and information available to conference participants must not promote prescription-only medications.

Promotional drug content may be presented in the exhibition if an exhibition organizer opts for an exhibition booth layout with a separate closed-off area. This section must be visible and accessible only to healthcare professionals. Compliance with these laws and codes of conduct is the exhibition organizer's responsibility.

To learn more about the international regulatory frameworks governing prescription advertising, please click [here](#).

To lead to more transparency during IAS 2023 and ensure compliance with the above-mentioned regulations, the IAS may display the healthcare professional status of the delegates on their registration badges for the in-person component of the conference.

## Photo and video consent

In view of the fact that the events related to IAS 2023 will be filmed and photographed, all satellite and/or exhibition organizers hereby agree that, by participating in the conference, images and/or voices may be recorded and published or broadcast through different media.

## Liability

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

- Any damage caused to a satellite or exhibition 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 set-up and dismantling
- Any misuse of data or any intellectual property or cybercrime resulting from participation in the virtual conference





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- Any damages related to access to, or the malfunction of, the virtual conference platform in case of any technical failures, breakdown or any other cause beyond the control of the IAS

All satellite and/or exhibition organizers are obliged to purchase and maintain their own insurance policies through the term of IAS 2023, including any set-up and dismantling times, against any and all risks incurred in an in-person and virtual event. The IAS 2023 Satellites and Exhibition team can request this proof on site at any time. If a satellite and/or exhibition organizer is not able to provide the required insurance certificate, permission to access the session room and/or exhibition hall and/or the virtual platform will not be granted and no refund will be issued by the IAS. The insurance has to cover any theft, damage to property and personnel, including set-up crews, during the entire time of the satellite and/or exhibition, including set-up and dismantling days.

Should the premises be 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 and/or exhibition organizer(s) to occupy the premises, no reduction in costs or refunds shall be applicable. The IAS is released from any kind of, and all claims for, damage that might arise in consequence thereof.

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

## **Indemnification**

Satellite and/or exhibition organizers agree to indemnify, defend and hold the IAS harmless, including 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 judgements, interest, attorneys' fees and all other costs, fees, expenses and charges arising out of or resulting from any breach of the present IAS 2023: Terms and conditions for satellites and exhibition.

## **Waiver of claims and warranty**

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

## **Compliance with laws**

Satellite and/or exhibition organizers shall, at their own expense, promptly comply and cause its employees, agents, contractors, patrons and invitees to comply with all laws, ordinances, orders,



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rules, regulations and requirements and to conform in all respects with laws, rules and regulations applicable to Brisbane, Australia, and IAS 2023.

## Repair and return of facilities

Satellite and/or exhibition organizers shall return the authorized and rented areas in the conference venue to the IAS in the same condition as received. The satellite and/or exhibition organizer 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 IAS 2023, including set-up and dismantling costs, if these are caused by a satellite and/or exhibition organizer 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, satellite and/or exhibition 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 and arbitration

These terms and conditions for satellites and exhibition 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 for satellites and exhibition, 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 [here](#) for further information on IAS copyright, disclaimer and privacy policies