

IAS 2025: 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 IAS 2025, the 13th IAS Conference on HIV Science, which will take place in Kigali, Rwanda and virtually from 13 to 17 July 2025, with pre-conferences on 13 July.

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

The organizer of IAS 2025 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 CHE-111.717.829).

Ordering a pre-conference package

Organizations ordering an IAS 2025 pre-conference package must meet the following criteria for acceptance:

- They must support the vision and goals of the conference.
- They must address HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV pandemic.
- They must reflect conference policies and goals of diversity, equity and inclusion.

Organizations shall not use the IAS 2025 facilities and/or the IAS 2025 conference systems and/or online platforms or permit it to be used by any employee, agent or invitee:

- For any illegal purpose or cybercrime
- In violation of the IAS conferences code of conduct or the IAS terms of use
- In conflict with any applicable law, cyber security regulations, 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 pre-conference organizers shall not:

- a. Sub-let the space/session room allocated for the pre-conference 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 IAS 2025 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 IAS 2025 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 by the IAS.

If a pre-conference is organized by multiple organizations and/or companies or if additional organizations and/or companies are added as organizers after the initial pre-conference package is ordered, it is at the discretion of the IAS to decide whether the non-commercial category 1 or non-commercial category 2 fee apply.

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-conference team.

The scheduling of pre-conferences is at the discretion of the Pre-conferences team. The team 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 programme planning.

The Pre-conference team has the right to revise the location and time of the pre-conferences at any time. Changes in the 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.

Session rooms must be vacated immediately after the last pre-conference session ends. If the pre-conference organizer 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 preconference organizer's expense.

If IAS 2025 reaches pre-conference slot 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 the pre-conferences.

Payment conditions

All prices are in USD. The IAS is a non-for-profit Organization registered in Switzerland with no establishment in Rwanda.

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. Payment orders are payable within 10 days of receipt of the corresponding payment order. Invoices are automatically sent once full payment is received.

In case of overpayment, refund requests must be made in writing and emailed to the Preconferences team no later than 12 July 2025. 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 not be entitled to host their pre-conference, to access the ordered services, or be included in the printed materials, such as the conference pocket programme.

Cancellation policy

Cancellations must be emailed to the Pre-conferences team at preconferences@ias2025.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 package order:

- 50% of the total amount refunded if the cancellation is received on or before 20 February 2025, 23:59 CET
- No refund if the cancellation is received after 20 February 2025, 23:59 CET

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



Cancellation of IAS 2025

If IAS 2025 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 IAS 2025 and which could not be recovered from third parties.

Conference format change

If the IAS changes the conference format to fully virtual, all pre-conferences will be converted to fully virtual at the same package price structure. Pre-conference organizers cannot hold the IAS liable for any damages, costs, financial losses or any other losses incurred.

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-conferences organizer's personal data only for: (i) the preparation and execution of IAS 2025; 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 data privacy policy</u>.

The pre-conference organizer's personal data, entered in the IAS 2025 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), pre-conference organizer name(s), pre-conference title and description.

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

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- IAS 2025 Registration team and Accommodation team K.I.T. Group, Germany
- Abstract management provider pharma service, a business unit of documediaS GmbH, Germany
- Official IAS 2025 suppliers providing additional services to pre-conference organizers

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 must ensure that such appointed contractors fully comply with these terms and conditions, the IAS 2025 pre-conference guide, and any other regulations that apply to IAS 2025. 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 in a preconference session or in relation to pre-conference.

Language

As the official IAS 2025 language is English, all materials must be in English. If English is not a presenter's native language, we recommend that a native speaker proof reads the materials.

It is the pre-conference organizer's responsibility to strongly encourage all active participants (for example, panellists, speakers, presenters, moderators, chairs and co-chairs) to consult the <u>UNAIDS</u> terminology guidelines and/or the <u>People First Charter</u> for guidance when creating their presentations. The IAS does NOT use stigmatizing language. DO use: people or person living with HIV; person or people with TB; healthcare seekers or clients. AVOID using: HIV-infected; co-infected; infected; infections; cases; carriers; victims; patients.

The IAS reserves the right to modify stigmatizing language used in pre-conference titles, descriptions and presentations in line with the guidelines outlined above. For more, please visit the IAS resource, Language matters.



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 worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence and release to store, publish, download, upload, reproduce, edit, display, distribute and otherwise use the presentation materials as set forth below. It is the preconference organizers' responsibility to obtain the written consent of all their 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 live pre-conference taking place onsite during IAS 2025
 - b. To be uploaded, as recorded during the live pre-conference, on the IAS 2025 virtual platform as soon as they are available after the scheduled pre-conference (the recording will be accessible to registered conference participants for up to 60 days after the conference)
 - c. To be shared with the IAS 2025 scientific media partners and registered media for their use in analysing and reporting on information presented at IAS 2025
 - d. To be shared with the IAS 2025 lead rapporteurs and assistant rapporteurs for their use in analysing and reporting on information presented at IAS 2025
 - e. For the use of the session recording by the pre-conference 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 pre-conference organizer confirms that all its active participants own the rights and have permission to: (i) use the presentation materials for IAS 2025; 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 session recordings, 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 in a pre-conference.



Conference embargo policy

All IAS 2025 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 <u>IAS</u> 2025 embargo policy page.

All IAS 2025 pre-conference organizers and participants commit to adhere to this policy when they book a pre-conference package or 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. All pre-conferences 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, as well as all pre-conference organizer staff, contractors or agencies they work with, fully comply with any applicable regulations and regulatory frameworks governing prescription advertising.

Find further information about the regulatory frameworks governing prescription advertising here.

Photo and video consent

In view of the fact that the events related to IAS 2025 will be filmed and photographed, you hereby agree that, by attending the conference, your image and/or voice may be recorded and published or broadcast through different media.

If you do not consent to close-up photography or close-up filmed material of you potentially featuring in IAS communications, please email media@iasociety.org.

If a pre-conference organizer wishes to film or take photographs at IAS 2025, 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. The pre-conference 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

The 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, 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 the temporary tent structures and/or any fixture thereto, and all other set-up and/or alterations at or to the conference venue or the temporary tent structures
- 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 use of the IAS 2025 conference systems and/or online platforms
- Any damages related to access to or the malfunction of the IAS 2025 conference systems and/or online platforms 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 IAS 2025, including any set-up and dismantling times, against any and all risks incurred. 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.

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 IAS 2025 conference systems and/or online platforms become 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, 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 Kigali, Rwanda, the conference venue and IAS 2025.

Repair and return of facilities

Pre-conference organizers must return the authorized and rented areas in the conference venue and temporary tent structures to the IAS in the same condition as received. Pre-conference organizers are fully responsible for any costs to repair or replace any property that is damaged or lost and to replace any damaged goods of any third party during the term of IAS 2025, including set-up and dismantling times, if these are caused by a pre-conference 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, pre-conference organizers may continue to use the premises for sufficient time to complete presentation of the pre-conference 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 pre-conference, no refund will be possible.



Governing law & arbitration

These terms and conditions and the rights of the parties hereunder shall be governed by 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 Centre in force on the date that the Notice of Arbitration is submitted in accordance with these Rules. There shall be one sole arbitrator. 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.