



General Terms and Conditions

Definitions

K.I.T. GmbH Association & Conference Management Group & Co. KG is the Professional Congress Organiser (PCO) of the 12th European AIDS Conference/EACS, to be held from November 11-14, 2009 in Cologne, Germany. The PCO leads the Conference Secretariat and is responsible for registration services, hotel accommodation, abstract management, sponsorship opportunities, exhibition management and social events and is hereafter referred to as EACS 2009 Conference Secretariat.

These General Terms and Conditions are valid for each attendee registered for the 12th European AIDS Conference/EACS, to be held November 11-14, 2009 in Cologne, Germany (hereafter referred to as the "Conference"). Any person, delegate, allied professional, accompanying person, student, media representative, speaker, or exhibitor is considered an attendee.

Conference Registration

The registration deadlines are as follows:

Early registration deadline:	June 15, 2009, 24.00 CET
Standard registration deadline:	September 15, 2009, 24.00 CET
Late registration (incl. on-site registration):	from September 16, 2009

Only fully completed registrations will be accepted. The registration fee is based on the date of the receipt of the registration and the payment in full in accordance with the deadlines mentioned above. Should one deadline be missed, the next applicable fee will be charged automatically. The registration will only be confirmed upon receipt of payment in full.

Pre-registration deadline: October 31, 2009, 24.00 CET

After the pre-registration deadline, registrations are only possible on-site.

If the maximum attendee capacity is reached, the organisers reserve the right to refuse any registration.

To be eligible to register for the conference, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.

The registration fee for regular delegates and allied professionals includes entry to all official conference sessions, the exhibition and poster areas, the opening ceremony and welcome reception as well as coffee breaks and lunches. It also



includes the conference bag, containing the official conference material as well as a ticket for the free use of the public transportation system in Cologne.

To be able to register as an allied professional (nurse, student/post-doc, social worker) you must present proof. This can either be a letter from your Head of Department stating you are a nurse or a social worker. As a student, proof of fulltime enrolment at a recognised university or college at both the time of registration and during the conference is needed.

The registration fee for Accompanying Persons includes entry to the exhibition and poster areas, to the opening ceremony and welcome reception as well as coffee breaks. Please note that lunch is not included. Accompanying Persons will not have access to the scientific programme. Accompanying Persons will also receive a ticket for the free use of the public transportation system in Cologne. A maximum of two Accompanying Persons can be registered per delegate.

Media registration is free of charge once proof of eligibility has been provided. Entry to all official conference sessions, to the exhibition and poster areas, to the opening ceremony and welcome reception, coffee breaks and lunches as well as the conference bag, containing the official conference material, is included in the registration. Media representatives will also receive a ticket for the free use of the public transportation system in Cologne.

Registrations for more than ten persons will be handled separately as a group booking. Please contact the EACS 2009 Conference Secretariat.

Conference Material

If the registration form and full payment are received no later than the standard registration deadline, a conference bag is included in the registration fee for delegates, allied professionals, speakers and media representatives. If the registration form and/or full payment are received after the standard registration deadline, the EACS 2009 Conference Secretariat cannot guarantee that a conference bag will be available. All conference materials will be handed out on-site at the registration counter.

Methods of Payment

Payment is required at the time of registration. It should be made in EUR only, using one of the following methods:

1. Credit card (Visa, Master/Eurocard, American Express): Attendees should complete the relevant section of the registration form.
2. Bank transfer: Payment should be made in EUR to:



K.I.T. GmbH Association & Conference Management Group & Co. KG
Dresdner Bank Berlin, Kurfürstendamm 237, 10719 Berlin, Germany

Bank Sorting Code:	100 800 00
K.I.T. Account Number:	05 140 262 01
SWIFT-CODE:	DRESDEFF100
IBAN:	DE 74 1008 0000 0514 0262 01
Reference:	Participant number, name, EACS 2009

Please note that all transfer costs must be prepaid by the transmitter.

Cheques will not be accepted.

Letter of Confirmation/Payment Receipt

A letter of confirmation/payment receipt will be sent by email once the EACS 2009 Conference Secretariat has received the fully completed registration form and the related payment. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration and payment.

Letter of Invitation

Individuals requiring an official Letter of Invitation can create their personalized copy on the EACS 2009 conference website at www.eacs-conference2009.com to create your own Letter of Invitation.

The Letter of Invitation does not financially obligate the conference organisers in any way, nor does it guarantee that the attendee will receive a visa automatically. All expenses incurred in relation to the conference are the sole responsibility of the attendee.

Visa Requirements

It is the sole responsibility of the attendee to take care of his/her visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

The organisers will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of 50 EUR will be refunded after the conference if the visa was applied for in time, and an official proof of the embassy confirming that a visa could not be granted, is forwarded to the EACS 2009 Conference Secretariat.



Certificate of Attendance

A Certificate of Attendance for regular delegates and students/post-docs can only be acquired on-site during the conference. It cannot be issued after the conference.

Registration Name Change

A handling fee of 30 EUR will be charged for every name change to an existing conference registration. A new registration form for the substitute attendee should NOT be submitted. Name changes will only be accepted until the pre-registration deadline by email or fax indicating the new and old names as well as the new contact details (address, fax, email). After the pre-registration deadline, all name changes must be carried out on-site.

Lost Name Badge

The name badge must be worn at all times during the conference. Access to the conference facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a handling fee of 70 EUR will be charged for a new name badge.

Registration Cancellation Policy

Notification of cancellation must be made in writing and sent to the EACS 2009 Conference Secretariat by email or fax. The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.

If the written notification of cancellation is received before the early registration deadline, a handling fee of 50 EUR will be charged. For cancellations received until September 15, 2009 50% of the paid registration fee will be refunded. No refunds will be made for cancellations received after this date.

Refund requests will be processed after the conference only. They must be made in writing and sent to the EACS 2009 Conference Secretariat by email no later than 30 days after the conference. No refund request will be processed after this date.

Credit will not be given for unattended events or early termination of attendance.

Modification of the Conference Programme

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



Hotel Reservation

Hotel accommodation is subject to availability and will be allocated on a first come, first served basis. Rates indicated are per room and night in EUR and include VAT and breakfast. All rates are subject to change.

Should the selected hotels be sold out, the EACS 2009 Conference Secretariat reserves the right to book a hotel in a similar category and charge the corresponding amount due. For bookings of ten rooms or more please contact the EACS 2009 Conference Secretariat, as these bookings will be handled separately as a group reservation.

Hotel Payment

Upon receipt of the hotel booking together with full credit card details, the EACS 2009 Conference Secretariat will process your booking and send you a confirmation.

The EACS 2009 Conference Secretariat will charge the credit card on September 01, 2009 with the entire amount due for the accommodation booked, and send out an accommodation invoice. If the hotel room is booked after September 01, 2009, the credit card will be debited upon receipt of the booking. No invoice will be sent before the EACS 2009 Conference Secretariat has received the full payment. Should the EACS 2009 Conference Secretariat not be able to debit the provided credit card on September 01, 2009, the EACS 2009 Conference Secretariat reserves the right to cancel the room according to the cancellation conditions.

The hotel and/or the EACS 2009 Conference Secretariat reserve the right to debit or credit your credit card account with the amount due for accommodation and any subsequent charges to the reservation.

Hotel Changes and Cancellations

All hotel changes and cancellations must be sent in writing to the EACS 2009 Conference Secretariat. Please note that hotels will not accept any changes or cancellations directly.

The EACS 2009 Conference Secretariat will charge a processing fee equalling the cost of one night for cancellations received before September 01, 2009. For cancellations or reductions in the length of stay received after September 01, 2009, the EACS 2009 Conference Secretariat reserves the right to charge the full confirmed stay if the hotel room cannot be resold. No shows will be released automatically by the hotel at 09.00 a.m. local time the following morning and no refund will be made.



Data Protection and Sharing of Contact Details

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal registration data is executed within the guidelines of the effective data protection regulations.

The conference organisers will collect and store all data for the preparation and execution of the 12th European AIDS Conference/EACS, to be held from November 11-14, 2009 in Cologne, Germany. In addition, the conference organisers periodically share contact details of attendees with third parties that may use these details to contact attendees regarding activities at the conference or other communications which may be of interest. Therefore selected data might be passed on to third parties unless otherwise explicitly indicated by the attendee. Your complete contact details will only be forwarded if:

- your explicit consent is given,
- a third party has proven to the conference organisers that you have violated the rights of this third party and has thus demanded the disclosure of your data, or
- the conference organisers are obliged to give out your data due to for example a court order or an official order.

Attendees can use the name badge with the barcode like a business card with any conference exhibitor and/or satellite holder to give them the complete contact details. In this case you decide to whom you provide your data. Please note that offering your badge to be scanned at an exhibition stand and/or at the entrance to a satellite symposium implies your acceptance that the respective company receives your complete contact details from the organisers and may contact you, using this data.

Cancellation of the Conference

In the event that the conference cannot be held or is postponed due to events beyond the control of the conference organisers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organisers, the conference organisers cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Under these circumstances, the conference organisers reserve the right to either retain the entire registration fee and to use it for a future conference, or to reimburse the attendee after deducting costs already incurred for the organisation of the conference and which could not be recovered from third parties.



Liability

The conference organisers shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the conference organisers - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organisers.

Fulfilment and Jurisdiction

This contract is subject to the law of Paris, France. The terms of this contract shall be fulfilled in Cologne, Germany and in the event of any legal claims arising from either party; Paris, France shall be the sole court of jurisdiction.

Salvatori Clause

If there is a determination of these Terms and Conditions to be ineffective or impracticable, then the validity of the Terms and Conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.