

## GENERAL TERMS AND CONDITIONS – ESV 2019, The Netherlands

### DEFINITIONS

These Terms & Conditions apply to every person who has signed up (hereafter solely referred to as “visitor”) and has received access to the International Technical Conference on the Enhanced Safety of Vehicles 2019 (ESV 2019), to be held at the Evoluon (hereafter referred to as “conference location”) in Eindhoven, The Netherlands from June - 10-14, 2019 (hereafter referred to as “the conference”), organised by GMI Groep B.V. in Voorschoten, The Netherlands (hereafter referred to as “the conference organizer” or “organizer”) on behalf of the RDW and NHTSA (hereafter referred to as “the hosts”).

### CONTACT DETAILS CONFERENCE ORGANIZER

Via the website: [www.esv2019.com](http://www.esv2019.com)

Via e-mail: [congress@esv2019.com](mailto:congress@esv2019.com)

#### 1. CONFERENCE REGISTRATION GENERAL

- a) Only fully completed registration forms (including necessary documents if applicable) will be eligible to receive an invitation (ticket) to the conference.
- b) A confirmation of payment will be sent via email after the payment has been received by the organizer.
- c) A personal ticket entitling the visitor access to his/her related activities will be sent via email after the related payment has been received by the organizer.
- d) An invoice of the ticket will be sent after the conference via the organizer, if requested by the visitor.
- e) If the full payment has not been received before the deadline indicated, the registration will remain valid, however the due fee will be increased according to the payment period (early/regular/on site).
- f) If visitors do not use their ticket for any reason and a timely written cancellation has not been put forward, a refund won't be provided.
- g) Tickets can solely be obtained via the organizer. The ticket prices are as mentioned on the website at the time of purchase.
- h) Data concerning Visitors which are recorded by the organizer for the issuing of tickets, are entered in a filing system within the meaning of the **AVG** (Algemene verordening gegevensbescherming). Visitors willing to exercise their rights in regards to the AVG will be able to do so by contacting the organizers with a clear description of their wishes.  
Information about the AVG can be found at: <https://www.autoriteitpersoonsgegevens.nl/en>
- i) If Visitors wish to receive additional information from third parties (e.g. advertising) they will be able to opt-in on this upon purchasing a ticket. This information won't be necessary for attending the conference.

#### 2. CONFERENCE REGISTRATION STUDENTS

- a) To be able to register as a student, individuals must present proof of fulltime enrolment at a recognised university or college (i.e. student ID, confirmation of head of department, etc.) either in advance by e-mail at the time of pre-registration or during the on-site registration process.

#### 3. ATTENDANCE AND ACCESS OF VISITORS

- a) The issued ticket entitles the visitor to access all parts of the conference as specifically described in accordance to his/her ticket and (if applicable) additionally paid for activities (i.e. Wednesday dinner, technical demo's and field trips).
- b) If the maximum visitor capacity is reached for a specific, and limited, activity the organizer will close this option for the visitor.
- c) The organizer cannot guarantee unlimited available space in every session as long as no final personal confirmation has been made. Pre-registration for activities (if possible) is therefore strongly advised.
- d) Visitors are not allowed to bring pets or other animals into the conference location.
- e) Visitors are not allowed to bring objects or substances into the conference location or carry such objects or substances with them if, in the opinion of an official of the conference location, the objects

or substances are dangerous or hazardous or may cause a nuisance to other visitors, unless expressly provided otherwise in writing by the organizer.

- f) Smoking or vaping is only allowed at the designated places.
- g) In special cases the organizer may direct that visitors are not permitted to use cameras or video, film, sound or other recording equipment or mobile phones or other means of wireless communication at the conference location. In such a case organizing officials are authorized to demand that visitors on whom such equipment is discovered hand it over for safekeeping while they are present in the conference location.
- h) If a Visitor refuses to cooperate, he/she may be denied further access to the conference location without thereby becoming entitled to a refund of the price of his/her ticket and other costs.
- i) Visitors consent with the notion that other visitors may take photographs/record video in the conference location and are free to distribute them freely (unless explicitly stated otherwise) as they see fit.
- j) Organizer and hosts reserve the right to make or commission video and/or sound recordings of an Event at which visitors are present. A Visitor may not object for reasons of copyright or on other grounds to the use of his/her portrait/likeness when such recordings are (online) published.
- k) Visitor attendance at the conference is, at all times, at the sole discretion of the organizer. The organizer at all times reserves the right to refuse entry to conference, or request that you leave the conference, without notice for any reason. If this occurs, then a refund of the registration fee will be facilitated in some circumstances (at the organizer sole discretion).
- l) Visitors must at all times comply with:
  - o these terms and conditions;
  - o any terms and conditions imposed by the conference location (i.e. Evoluon);
  - o any reasonable direction given to you by organizer,
- m) The organizer reserves the right to immediately terminate the registration/attendance of any visitor of which it can be reasonably believed that he/she is not complying, or has not complied, with the above terms.
- n) Visitors are encouraged to report any (witnessed) behavior which one would consider to be inconsistent with expected behavior at a conference like ESV to on-site event staff.

#### 4. CLOAKROOM ITEMS AND SAFEKEEPING

- a) Visitors are solely responsible for the safekeeping of their personal belongings. Organizer and its staff are not liable for damage to or loss of goods or for any other form of damage arising in respect of goods, unless there has been intent or gross negligence on the part of the organizer can be proven.
- b) The conditions included in this article also apply to the use of lockers.

#### 5. PROOF OF REGISTRATION

- a) Visitors may be requested to present their personal ticket and/or confirmation of payment at the registration counter as proof of their registration and payment.
- b) Visitors will have to be able to show identification at all times during their visit on the conference premises.
- c) Visitors are obliged at all times, on request, to show their ticket to officials representing the organizer.
- d) The admission ticket should be carried visibly at any time and in any event be shown by the visitor when entering (or re-entering) the Conference location.
- e) If a visitor loses, misplaces or forgets the name badge, a handling fee of EUR 50 will be charged for a new name badge.

#### 6. METHODS OF PAYMENT

- a) Payments should be made in advance and in EUR only, using a credit card or by bank transfer.
- b) All bank fees and money transfer costs must be paid by the transmitter. Indicate the registration number and the delegate's full name as a reference on all bank transfers.

#### 7. REGISTRATION NAME CHANGE

- a) A handling fee of EUR 25 will be charged for every name change to an existing conference registration. A new registration form for the substitute delegate should NOT be submitted.
- b) Name changes will be accepted by email indicating the old and new names including the required contact details until one month before the event takes place. After this date, a new registration will have to be made.

8. CANCELLATION AND REFUND POLICY

- a) Notice of cancellation (e.g. in case of sickness, lack of funding or any other personal reasons) must be made in writing by email to the ESV 2019 Congress Office. The notification must include all relevant information regarding the bank account to which a possible refund may be remitted.
- b) The cancellation will not be effective until a written acknowledgement from the ESV 2019 Congress Office is received. The date of the email receipt date will be the basis for considering refunds.
- c) Registration fees may be refunded as follows:

Written cancellation of visitor received:	% refund of applicable ticket
before April 1, 2019	75% refund
between April 1 and May 6, 2019	25% refund
after May 6, 2019	no refund

- d) Refunds, if applicable, will be made after the conference.
- e) In the case of over-payment or double payment, refund requests must be made in writing and sent to the ESV 2019 Congress Office by email including relevant details.
- f) No refunds will be granted for unattended events or early termination of attendance, in case of cancellation of speakers, lack of space in the conference room or any other incidents during the conference, which are beyond the control of the conference organizers.

9. LIABILITY AND INSURANCE

- a) By registering to the conference participants agree that neither the organizer nor the hosts (i.e. RDW and NHTSA) assume any liability unless intent and/or gross negligence can be proven provided always that only loss or damage for which RDW and/or Evoluon is insured (or for which it should, by the standards of reasonableness and fairness, have been insured) is eligible for compensation.
- b) The conference fee does not include insurance. Participants will have to make their own arrangements for health and travel insurance
- c) The visitors shall take part in the conference at his/her own risk.
- d) Oral agreements shall not be binding if these have not been confirmed in writing by the organizer.
- e) Organizer and host can't be held accountable for loss or damages caused in any way by other visitors.
- f) Visitors agree to indemnify the organizer and hosts against liability for, or in respect of, any claims, demands, actions, costs, expenses, losses and damages arising out of or in connection with or as a consequence of any of your acts or omissions in connection with the conference that breach these terms and conditions.
- g) Organizer and hosts will never be liable for loss or damage suffered by a visitor as a consequence of force majeure affecting the conference or the location. For this purpose force majeure is deemed to include every independent circumstance beyond the control of the organizer and /or hosts which temporarily or permanently prevents performance of the agreement and, insofar as not already included thereunder, war, acts of war, terrorism and/or the threat of terrorism, civil war, civil disturbance, riots, action by the police and/or fire service, strikes, transport difficulties, fire and other serious disruptions to the business of the organizer/Third Parties in the Convention Centre, weather conditions and disruptions of public transport.

10. CANCELLATION OF THE CONFERENCE

- a) In the event that the conference cannot be held or is postponed due to events beyond the control of the conference organizers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizers, the conference organizers cannot be held

liable by visitors for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.

- b) Under these circumstances, the conference organizers reserve the right to reimburse the visitor after deducting costs already incurred for the organisation of the conference and which could not be recovered from third parties.

#### 11. THE PROGRAMME

- a) The organizer reserve the right to modify the programme. No refunds can be granted in case of cancellation of speakers, lack of space in the conference room or incidents during the conference which are beyond the control of the organizer.
- b) Event attendees, speakers, exhibitors, or partners can't in any way be held accountable to fulfil any promises in regards to handouts and/or sharing their presented intellectual content to visitors. They remain the sole keeper in regards to their intellectual property.
- c) The views expressed by any event attendee, speaker, exhibitor, or partner are not necessarily those of the organizer and/or the hosts. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising.

#### 12. LETTER OF INVITATION AND VISA

- a) Individuals requiring an official Letter of Invitation from the conference organizers can request one through the online registration form or by contacting the organizer. To receive a Letter of Invitation, visitors must first register to the conference and submit any necessary data, as stated on the online form.
- b) The Letter of Invitation does not financially obligate the conference organizers in any way. All expenses incurred in relation to the conference, the registration and the attendance are the sole responsibility of the delegate.
- c) It is the sole responsibility of the delegate to take care of his/her visa requirements. Delegates who require an entry visa must allow sufficient time for the application procedure. Delegates should contact the nearest Dutch embassy or consulate to determine the appropriate timing of their visa applications. As a suggestion one can check at <https://www.netherlandsandyou.nl/travel-and-residence/visas-for-the-netherlands/entering-the-netherlands-without-a-visa> to find out if a Visa is required.
- d) Dutch embassies and consulates-general are independent decision-making agencies for visas. You cannot appeal against the rejection of a visa application. The organizer and/or hosts will not be able to participate in your application process.
- e) As a part of a visa application, visitors must have travel-health insurance for the duration of their stay in the E.U.. This insurance can be obtained from any approved insurer. Visitors need to check with the responsible embassy/consulate for a list of approved insurers available in their country.
- f) Visitors must have insurance for their entire stay in the E.U. and therefore are encouraged to ensure and pay for the correct number of days.

#### 13. FULFILMENT AND JURISDICTION

- a) The terms of this contract shall be fulfilled in Eindhoven, The Netherlands and, in the event of any legal claims arising from any party, The Hague, The Netherlands shall be the sole court of jurisdiction.
- b) The organizer reserves the right to change, amend, add or remove any of the above Terms & Conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these Terms & Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all visitors.