

# Terms & Conditions

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All information collected through the registration process can be used for marketing purposes.

## 1. Payment

All fees are referred to in EURO and excluded Belgium VAT. All payments must be made in EURO. The online registration platform is a secured site. Major credit cards (American Express, VISA and MasterCard) are accepted. Payments by wire transfer are not possible.

## 2. Belgian (BE) VAT

Please note that mentioned prices are VAT excluded. The standard Belgian (BE) VAT rate is 21% and it will be charged depending on your country of incorporation (legal persons), residence (natural persons), and on your taxation status.

## 3. Modification & Cancellation Policy

In the event of cancellation, written notification must be sent to the Registration Secretariat of the ITS 2020 Virtual Congress by email [RegistrationITS@mail.ertico.com](mailto:RegistrationITS@mail.ertico.com).

The following cancellation fees will apply:

- For cancellations received until 9 September 2020, registration fees will be refunded minus a EURO 50.00 cancellation fee (excluding applicable VAT);
- For cancellations received as of 10 September 2020, no refunds will be possible;
- Name changes can be requested up to 1 week before the event. After this date, they will be charged EURO 50.00 substitution fee (excluding applicable VAT).

All refunds are made in EURO and are subject to prevailing exchange rates. Refunds will be made after the event in the same manner as the original payment was received. If bank charges apply, they will be deducted from the refunded amount.

## 4. Use of Materials

You agree not to reproduce, copy or translate the ITS 2020 Virtual Congress materials or create derivative works from them or modify them or in any way commercially exploit them without our prior written consent.

## 5. Photos and Videos

Registration or attendance at the ITS 2020 Virtual Congress and ERTICO ITS EUROPE 's other activities constitutes an agreement by the registrant or attendee to consent to ERTICO ITS EUROPE 's use and distribution (both now and in the future) of the registrant or attendee's image or voice recording in marketing materials, photographs, videotapes, electronic or digital reproductions, website content, and audio recordings of such events and activities and to waive any right to compensation or remuneration for the use of such images or voice recordings.

## **6. Conditions**

### **6.1. Confirmation**

You will receive a confirmation of your participation and reservation by email after receipt of payment of the registration fee. If you do not receive this confirmation, please contact:

[RegistrationITS@mail.ertico.com](mailto:RegistrationITS@mail.ertico.com).

### **6.2. Indemnity**

The user shall indemnify and exempt the host and meetyoo from all actions, including damage claims, asserted by other users or third parties against the ERTICO ITS EUROPE, MCI BENELUX SA and Meetyoo (the virtual event platform) resulting from an infringement of their rights by the contents posted by the user on the platform.

Furthermore, the user shall indemnify and exempt ERTICO ITS EUROPE, MCI BENELUX SA, and meetyoo from all actions, including damage claims, asserted by other users or third parties against ERTICO ITS EUROPE, MCI BENELUX SA and meetyoo resulting from an infringement of their rights regarding the use of the services on the platform by the user. The user assumes all reasonable costs the host and meetyoo incur due to an infringement of third-party rights, including all reasonable legal defense costs. All other rights, including damage claims by ERTICO ITS EUROPE, MCI BENELUX SA and meetyoo, are hereby unaffected. The user has the right to prove that ERTICO ITS EUROPE, MCI BENELUX SA and meetyoo incurred lesser charges than claims made. The aforementioned obligations shall not apply to the extent the user is not responsible for the infringement.

In the event the contents posted by the user infringes any rights of any third party, the user shall, at its own expense and at the discretion of the Host and meetyoo, either obtain the right to use said contents or render said contents free of any infringement. In the event the user infringes third-party rights when using the platform, the user shall discontinue such use that violates these terms and condition, and the law, if so requested by ERTICO ITS EUROPE and Meetyoo.

## **7. Code of Conduct for Users of the Virtual Platform**

Please note that by attending the ITS 2020 Virtual Congress you consent to the Code of Conduct for users of a virtual event platform.

ERTICO ITS EUROPE is committed to enabling virtual events at which everyone can participate in an inclusive, respectful, and safe environment. We value each member and want all guests to have an enjoyable and fulfilling experience. Accordingly, we expect all attendees to show respect and courtesy to other people. All communication should be appropriate for a professional audience, including people of different backgrounds. Event members are solely responsible for their actions.

### **7.1. Disclaimer**

We believe that our different identities make us powerful as a community and organise the work of our teams accordingly. However, part of the content at virtual events is user-generated, and you may find other delegates' or participants' communications, graphics, audio files or additional information inappropriate, offensive, harmful, inaccurate, dishonest, misleading and/or deceptive. In this case, please, report an incident as described below.

### **7.2. Behaviour**

We ask that in interest of open and honest participation, you:

1. Behave in a way as to create a safe and supportive environment for all virtual event participants, including the organisers, moderators, attendees and speakers, and via all communication channels, including the live stream, break out discussions and social media.

2. Commit to a respectful curiosity, open-minded participation, and a positive, inclusive attitude, having empathy and tolerance for people who may not share your opinion and understand how your views might impact other people. Please, don't engage in any form of harassing, offensive, abusive, discriminatory, derogatory or threatening speech or behaviour, including (but not limited to) relating to race, gender, gender identity and expression, national origin, religion, disability, marital status, age, sexual orientation, physical appearance or other protected category.
3. Comply with the instructions of the moderator and any virtual event staff.
4. Do not make use of mechanisms, software or scripts in connection with the use of the platform or any action which is likely to impair the functionality of the platform, in particular, to overburden it.
5. Comply with all applicable laws.

### **7.3. Consequences**

Breaches of this Code of Conduct may result in disqualification from participating in the registered event but also future live and virtual events.

### **7.4. Reporting an incident**

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact the organiser by email at [RegistrationITS@mail.ertico.com](mailto:RegistrationITS@mail.ertico.com).

We thank you for helping us make this a welcoming and friendly environment for all.

## **8. Disclaimer and “Force Majeure”**

ERTICO ITS EUROPE and MCI BENELUX SA do not accept liability for any damages or costs in the event of Internet connection disruption, network disruption and costs incurred as a result of “force majeure”. “Force majeure” reasons include but are not limited to: war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, adverse weather conditions, epidemics, health risks, fire and closure of airports or airspace.

In the event of total or partial cancellation of the Virtual Congress due to force majeure or causes, which would prevent its scheduled opening or continuance, the contractual relationship between ERTICO ITS EUROPE and the participant will be terminated immediately. ERTICO ITS EUROPE shall not have to refund any registration fee already paid and, under no circumstances, ERTICO ITS EUROPE will refund any expenses (such as expenses incurred to the speakers).

## **9. Data Privacy and Security**

The European General Data Protection Regulation (EU GDPR) entered into force as of 25 May 2018 and it involves some additions to data protection. ERTICO ITS EUROPE and MCI BENELUX SA, which manages your registration payments, take your privacy very seriously and perform their activities and services in compliance with GDPR requirements.

By registering to the ITS 2020 Virtual Congress – running on 9-10 November 2020 you consent to the applied Privacy policy:

- The [MCI Group Data Protection Statement](#) (MCI BENELUX SA acting as data processor on this event);
- The [ERTICO ITS EUROPE Privacy Policy](#).

Your data will also be used to create you an account on our event platform powered by Meetyoo; so you can access the program and interact with other delegates. Meetyoo may collect some of the following data and store your identity (first name, last name, position, company, email, department,

direct phone, mobile phone) as well as your answers from questionnaires (topics of interests, private or public sector).

The recipients of your data are the authorized persons with MCI BENELUX SA who are in charge of processing, as well as its subcontractor meetyoo, in charge of the edition of our event platform.

Your data is kept for a period strictly necessary for the management of our commercial relationship. Any information you provide will not be used for other commercial purposes.

## **10. Responsibility**

The participant acknowledges that he/she has no right to lodge damage claims against the organisers should the holding of the event be hindered or prevented by unexpected political or economic events or generally by force majeure, or should the non-appearance of speakers or other reasons necessitate programme changes. With registration, the participant accepts this proviso.

## **11. Governing Law**

Any dispute resulting from the above terms and conditions will be subject to Belgian (BE) law, and by accepting these terms you are submitting yourself to the exclusive jurisdiction of the courts of Belgium.