



TERMS AND CONDITIONS

The European Society for Sports Traumatology, Knee Surgery and Arthroscopy ESSKA – a non-profit, scientific society - (hereinafter the “Organizer” or “ESSKA”), represented by its 20th ESSKA Congress secretariat, is the organiser of the European Society for Sports Traumatology, Knee Surgery and Arthroscopy Congress, 27 – 29 April 2022 (hereinafter the “Congress”). K.I.T. Group GmbH Association & Conference Management (hereinafter “K.I.T. Group”) is a Professional Congress Organiser. ESSKA has retained KIT Group as a service provider for the Congress and entrusted KIT Group with multiple Congress services including Congress registration services, abstract management, exhibition management and social events.

In this framework, the website www.esska-congress2022.org (Hereinafter “the Website”) is operated by KIT Group for the Congress.

These Terms and Conditions (hereinafter the “T&Cs” or “Terms and Conditions”) apply to all and user of the Website (hereinafter the “User”) and all and any person (individually or in group) who will like to register to participate in the Congress in any capacity (individual, delegate, board members, student, media representative, speaker or exhibitor) (Hereinafter the “Registrant”).

Congress Registration eligibility and deadines

The registration deadlines are as follows:

Early registration deadline:	February 28, 2022, 23:59 CEST Time
Standard registration deadline:	April 25, 2022, 23:59 CEST Time
Onsite registration:	Starting April 26, 2022, 23:59 CEST Time
Group (10+) bookings :	27 March 2022 23:59 CEST Time .

Registration is available online on this Website only. Only fully completed registration forms will be accepted. The registration fee is based on the date of the completed online registration as well as the payment in full in accordance with the deadlines mentioned above. The online registration can be completed by clicking the button “register and pay” which can be found at the end of the registration form. The registration will only be confirmed upon receipt of payment in full.

If the maximum attendee capacity is reached and/or if the registration doesn’t comply with these Terms and Conditions in anyway registration may be refused or cancelled.



Only registered attendees will be permitted access to the Congress.

To register for the Congress, registrants must be at least 18 years old. Registrants may be asked at all times to present an official identity card stating their age.

To register as a student or in the one of the offered reduced categories (Nurse, Resident, Fellow Scientist, PT), you must present proof of fulltime enrolment as a student or employment under this title which shall be effective both at the time of registration and at the dates of the Congress. The student category is only available for students under the age of 25 years.

To register as a media representative, please contact the Registration Department at esska-registration@kit-group.org to receive a media registration form. There is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press card.

Group bookings

Registrations for more than ten (10) persons is NOT available online. This will be handled separately as a group booking. Please contact the Registration Department at esska-registration@kit-group.org to obtain a Group registration form. All Group registration forms shall be duly completed and sent back to Registration Department before the applicable deadline which is 27 March 2021, including a full list of attendees showing full name, date of birth, individual email and postal address. Only fully completed group registration forms and name lists will be accepted. After the group registration deadline, group registrations are only possible on-site.

The Registration Department cannot be held responsible for double bookings of an individual participant or group made by another company or organisation. There will be no refund for badges which were paid for, but not used.

Methods of Payment

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

1. Credit card (Visa, Master/Eurocard, and American Express): Registrants should complete the relevant section of the registration form.



2. Bank transfer: Payment is only possible until 27 March 2022 23:59 CEST Time and must be made in EUR to:

Account Holder:	VMC – ESSKA
Bank Name:	Societe Generale Agence Centrale
Account Number:	03010 00020201160 84
SWIFT-CODE:	SOGEFRPP
IBAN:	FR76 30003 03010 00020201160 84
Reference:	ESSKA 22, Attendee number, name

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

Cheques are not accepted.

Registration Confirmation Receipt

Your registration confirmation/payment receipt will be sent by email once the Registration Department has received the fully completed registration form and the related payment. Congress attendees must present a full and readable copy (digital or printed) of their Registration Confirmation Receipt to access the Congress.

Certificate of Attendance

A Certificate of Attendance for each regular attendee will be made available for download by means of a personal link that will be sent after the Congress by email.

Visa requirements

The Registrant is solely responsible for his/her own travel and all related regulatory requirements to and from the Congress, including visa regulations. K.I.T. Group and the Organizer will not be able to assist in any way in regard to travel and visa matters.

Registration Name Change

If you would like to modify the name on your registration confirmation, you will need to contact esska-registration@kit-group.org before 25 April 2022 indicating clearly the new and old name. A handling fee of 30 EUR will be charged for every name change. A new registration form for the substitute attendee should be submitted, as well as a proof for the reduced fee if applicable.. After the standard registration deadline, 25 April 2022,



name changes can only be done on-site at registration desk. The name change will only be made after receipt of payment of the handling fee.

Lost name badge

The name badge shall be worn at all times during the Congress. Access to the Congress facilities will not be granted without a proper name badge. If you lose, misplace or forget your name badge, you may request a new badge print out. Your Registration Confirmation Receipt will be required as well as a handling fee of EUR 30. Any re-issue of a name badge will only be made after receipt of payment of the handling fee.

Registration Cancellation Policy

You may request a registration cancellation by sending an email to the Registration Department at esska-registration@kit-group.org. Your email must include all relevant information regarding the bank account to which a possible refund may be remitted. Refunds will be credited only to person / entity who / which paid the original registration. Reimbursement to or for the benefit of third parties is excluded.

If your cancellation email is received by 21 February 2022 you will receive a refund in the sum of 50% of the paid registration fee. No refunds will be made for cancellations received after this date. Refund requests will be processed after the Congress only.

Refunds will not be allocated for unattended events or early termination of attendance.

Modification of the Congress Programme

The Congress programme as published by Organizer and/or KIT Group is tentative and indicative. It is subject to any modification at any time. Changes to the programme do not entitle any refunds.

Cancellation Force Majeure

KIT Group and/or Organizer may not be held liable in the case of cancellation of the Congress resulting from a fortuitous event or a case of force majeure as defined by law. A case of force majeure includes all acts, events, non-performance, omission or accident beyond the control of Organizer and/or KIT Group and include, in particular (without limitation):

- Strikes, closures or other industrial actions.
- Civil agitation, riots, invasions, terrorist attacks or threats of terrorist attacks, war (whether or not declared), or the threat or preparation of war.



- Fires, explosions, storms, floods, earthquakes, subsidence, epidemics, pandemics or other natural disasters.
- Failure or maritime, postal, air or road accidents, or other means of private or public transportation.
- Impossibility of using public and private telecommunications networks.
- Acts, decrees, laws, regulations or restrictions of any and all governments.

In such event, the Congress shall be postponed for as long as the force majeure continues and will be rescheduled to date that may not exceed 12 months from Force Majeure appearance.

Registered participants shall be offered the possibility to apply their paid registration fee to the rescheduled Congress, if so, or request for a registration cancellation and refund.

Personal Data Protection

ESSKA performs personal data processing in compliance with the current regulation and standards and in particular with EU Regulation n°2016/679 known as the “GDPR” (hereinafter “Data Regulation”).

For all information regarding ESSKA’s use of Personal Data, please refer to it [Privacy Policy](#).

K.I.T Group acts in the framework of this Event as a Processor of Personal Data on behalf of ESSKA within the conditions and restrictions established by contract with ESSKA.

Intellectual Property

All and any parts of this Website (name, logo, content, graphics, graphic interface, data structure, data basis, ...) as appears on this Website are the sole ownership of the Organizer and/or third-parties from which Organizer holds licence to use.

It is strictly forbidden make use in any way (copy, save, reproduce, represent, adapt,...) of any or all of this content without Organizer’s prior and written consent.

Any unauthorized use will be legally pursued.

Photo and video recordings

The Congress will be audio and video recorded and photos will be taken by Congress photographers and service providers. Such may be used and published to describe and



promote the Congress, the Organizer and/or KIT Group in all shapes and form and in all media including Social networks. You hereby acknowledge such and agree for your voice and/or image, if captured in the Congress recordings and/or photographs, to be used and published in this context. This shall not entitle to any payment or compensation whatsoever not claims of any kind. if you wish to withdraw from this consent please contact Registration Departement at esska-registration@kit-group.org with reference "IMAGE"

External links

This website may contain hyperlinks to other websites that are not operated or monitored by Organizer and/or KIT Group. Organizer and/or KIT Group are not responsible for their content or for the policies they apply to the treatment of personal data. We recommend that you check the policies used by these websites.

Liability

The Organizer and KIT Group undertake to describe with the greatest accuracy possible the information provided on the Congress and on this Website.

However, the Organizer and/or KIT Group cannot guarantee the completeness, reliability or relevance of this information as well as their adequacy with the requirements of the User.

In the event of non-substantial differences between the visuals and characteristics appearing on its media and the products and / or services delivered, neither the organizer nor KIT Group will not be held liable.

In addition, the User declares to be informed of the fragility of the Internet network, especially in terms of the propagation of viruses, for which the Organizer and KIT Group, its hosts and technology suppliers, cannot be held responsible.

The User is responsible for implementing a solution and security measures within his equipment to prevent the spread of viruses.

the Organizer or KIT Group, or, where applicable, its hosts and technology providers, can never be held responsible for any damage resulting from:

- temporary or total unavailability of all or part of the Website, a difficulty related to response time, and in general, a lack of performance;



- a case of force majeure as defined herein;
- any use of the Website which is not in full compliance with these T&Cs ;
- or more generally any fault of the User.

Any breach of the present by fault, negligence, omission or failure on his part as well as the implementation of any technical process, such as robots, or automatic requests contravening to the letter or the spirit of these T & Cs.

In general, in any case, the Organizer and/or KIT Group will not be held responsible for the faults of third parties not acting under its control.

Their liability is also generally limited to direct damage for which it can be proven responsible, excluding indirect, incidental or special damage as defined by the case law.

The User can only engage the organizer and/or KIT Group's responsibility after having notified it by recorded delivery of the alleged breach and after no response for a period of 30 days from receipt of this formal notice.

Warranties

The User and/or Registrant guarantees that he/she:

- has the rights and capacity to be bound by these T & Cs and to be able to comply with their terms and conditions;
- will respect the terms of these T & Cs and ensure that they are respected by any person acting in his name and on his behalf;
- will only use the Website and /or the products and /or services provided through this Website and/or participate in the Congress in accordance with these T & Cs.

Any illegal use or non T&C compliant use may result in the immediate Registration and Congress access cancellation and suspension of Website use without possible compensation, notwithstanding for the Organizer and/or KIT group any possibility of legal action and demand for damages.

The User and/or Registrant also expressly agrees to refrain from:

- using unauthorized access to the Congress and/or Website;
- using the Website and/or participating in the Congress with any commercial purpose;
- using the Website and/or participating in the Congress in any illegal manner, for any illegal purpose or in any manner incompatible with these T&Cs;
- hindering or disrupting the performance of the Website and / or the Congress ;
- tempering with any technical protection measure (TPM) of the Website;



- attempting to the Organizer and/ or KIT Group's reputation by any means of public communication.

The User and/or Registrant expressly agrees that the information he provides via the Website is complete and accurate and does not infringe the rights of third parties, and in particular that it does not impersonate a third party and holds the Organizer and KIT Group harmless thereof.

The User and/or Registrant is informed of the need to regularly update his/her personal information and is personally and solely responsible for it.

The User and/or Registrant guarantees the organizer and KIT Group against any recourse, claim or claim against it by any third party due to any breach of the aforementioned commitments and / or generally its use of the Website and/or participation in the Congress in this including any legal and procedural costs, and as such undertakes to intervene in any legal proceedings initiated against the Organizer and/or KIT Group

Transferability

The Organizer and/or KIT Group is authorized to transfer its rights and obligations arising hereunder to any company or person at any time, without the User being able to oppose it or invoke any prejudice.

The User and/or Registrant is prohibited from transferring his rights or obligations arising from these presents to any natural or legal person.

Digital Consent and Probative Force

The User and/or Registrant acknowledges and accepts that the proof of his acceptance of these T & Cs (and their possible updates) is characterized by checking the box " **Register to the Congress! I have read the Congress Registration [Terms and Conditions](#) and hereby agree to such.**"

The User and/or Registrant acknowledges and accepts that any contractual document with the Organizer and/or KIT Group may be drawn up in digital form and communicated on any digital medium or sent to the User and/or Registrant by email at the address indicated by the latter. If they are communicated to the User and/or Registrant by email, the latter expressly accepts that all exchanges with the Organizer and/or KIT Group can take place by email and recognizes them as having any probative value.



The User and/or Registrant acknowledges and accepts that the computerized data stored in the computer servers of the Organizer and/or KIT Group under reasonable conditions of security and integrity, are considered, in an irrefutable manner, as proof of acceptance of the terms of the T & Cs and the proof of all the exchanges between the Organizer and/or KIT Group and the User and/or Registrant.

Consequently, except for a manifest error by the Organizer and/or KIT Group proven by the User and/or Registrant, the latter will not be able to contest the admissibility, the validity or the probative force of the documents established by the aforementioned digital means on the basis of any legal provision whatsoever and which would specify that certain documents must be written or signed to constitute evidence.

Thus, these elements constitute evidence and, if they are produced as evidence by the Organizer and/or KIT Group in any contentious or other proceedings, will be admissible, valid and enforceable in the same way, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

T&C Interpretation

The fact that the Organizer and/or KIT Group does not require the application of any clause of these T&Cs, whether permanently or temporarily, may in no case be considered as a waiver of said clause or any other.

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of these, the titles will be declared non-existent.

If any of the stipulations of these T&Cs were to be declared void with regard to a legislative or regulatory provision in force and / or a court decision having the force of res judicata, it will be deemed unwritten but not will in no way affect the validity of the other clauses which will remain fully applicable.

T&C Modifications

The T&Cs may be modified and updated by ESSKA unilaterally and at any time, in particular to adapt to legislative or regulatory developments.

The applicable T&Cs are those in force on the day of use of the Website and/or participation in the Congress.

Dispute



In the event of a dispute relating to the execution of the T&Cs, the User and/or Registrant must first contact the Organizer in writing.

In the event of failure of the complaint request or in the absence of within 1 calendar months of receipt of his request, the User and/or Registrant may submit the dispute relating to the these T&Cs to a mediator who will attempt, with complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution.

In case of failure such amicable agreement within 2 calendar months as of mediation commencement, the Parties may bring the dispute to judicial resolution in accordance to the provisions stated herein.

Applicable law and Jurisdiction

These T&C shall be subject to Luxembourg Law.

In the absence of an amicable agreement between the Parties, all disputes shall come within the jurisdiction of the courts having jurisdiction over the place of domicile of the Registrant.

As of October 6th, 2021