

## A) Conditions of participation for the World Meeting on Pharmaceutics, Biopharmaceutics and Pharmaceutical Technology

### 1. Organizer

Arbeitsgemeinschaft für Pharmazeutische Verfahrenstechnik e.V., Kurfürstenstrasse 59, 55118 Mainz, Germany, represented by the President Prof. Dr. Jörg Breitzkreutz.

### 2. Validity

- 2.1 These conditions of participation apply to all events offered by the organizer - equally for face-to-face events (e.g. workshops, seminars, conferences and exhibitions) and virtual meetings (e.g. webinars, live streams, virtual congresses and exhibitions) - unless, a differentiation is made.
- 2.2 The conditions apply to consumers and companies alike.
- 2.3 Deviating, conflicting or supplementary general terms and conditions of the participant, even if they are known, are not part of the contract, unless their validity is expressly agreed in writing.

### 3. Registration and conclusion of contract

- 3.1 The contract is concluded through registration and the registration confirmation from the organizer. The confirmation of registration will be made in writing, by email to the specified participant email address.
- 3.2 Registration can be made online, by e-mail, in writing or by fax. The number of participants in the events is usually limited. Registrations are generally considered in the order in which they are received. A waiting list is kept.
- 3.3 When registering online, clicking on the "Binding registration" button declares a fee-based registration for the event shown. The confirmation of receipt of the registration is sent by an automated email immediately after the registration and does not yet constitute an acceptance of the contract.
- 3.4 With the registration, the validity of these conditions of participation is accepted.
- 3.5 If a registration cannot be considered by the organizer, this will be communicated immediately. The acceptance of your contract offer on the part of APV takes place through our particular registration confirmation, which we will send you in writing by email. The sending of an invoice is also valid as an acceptance.
- 3.6 APV is entitled to refuse registration for an event without giving reasons.

### 4. Subject and duration of the contract

- 4.1 Further details of the contract, in particular the content and processes of the event as well as additional conditions of admission, are determined exclusively by the descriptions on the website and the event program of the respective event. Insofar as additional third-party services, such as transport or accommodation services, are offered, these are not part of the contract. The contractual partner for such additional services is exclusively the corresponding service provider. APV only acts as an intermediary.
- 4.2 The contract begins with the receipt of our registration confirmation and ends with the implementation of the last day of the event.

### 5. Fees

The remuneration of the APV for the respective event ("event fees") results in content and amount from the content of the respective event page on our website, the event program or the respective registration form. The stated prices and fees (including cancellation fees) are net. In addition, the statutory VAT is due.

### 6. Payment

- 6.1 The participation fee is due before the event with invoicing, but no later than 10 days before the start of the event.

- 6.2** The due date of payment occurs regardless of the services provided by third parties (e.g. employers). The fee due must be paid by credit card, bank transfer or PayPal, stating the invoice number.
- 6.3** If the billing address differs from the address of the participant, the different billing address must also be given. For a new invoice to be issued due to a different billing address not specified, an additional processing fee of EUR 20 applies.

## **7. Withdrawal and termination by the participant**

- 7.1** The participant can withdraw from the contract up to 43 days before the start of the event without paying a participation fee. A processing fee of 20 Euros will be charged.
- 7.2** If the withdrawal occurs within 42 to 14 days before the start of the event, the organizer is entitled to demand 50% of the participation fee.
- 7.3** In the event of withdrawal within 13 days up to the day of the event, the flat fee is 100% of the participation fee.
- 7.4** The flat fee does not apply if a substitute participant is registered. It is not possible to split an event among several participants. For a new invoice to be issued due to a different billing address resulting from that, an additional processing fee of EUR 20 applies.
- 7.5** The participant is free to provide evidence that the organizer incurred no or significantly less damage.
- 7.6** The withdrawal must be made in writing. The relevant point in time for compliance the deadline is the receipt of the declaration of withdrawal by the organizer.
- 7.7** The contract cannot be withdrawn after the event has started. Temporary participation in an event does not entitle you to a reduction in the participation fee. This also applies to non-participation in the event. The right to terminate for good cause remains unaffected.
- 7.8** In the case of virtual events, the start of the seminar is set at the point in time at which the participant has received his access data and/or seminar content is (wholly or partially) available online. A cancellation is therefore no longer possible from this point in time.

## **8. Revocation by the consumer - Consumers within the meaning of § 13 BGB have a right of withdrawal in addition to the withdrawal and termination regulation in § 7:**

### Right of withdrawal

#### Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must inform us (Arbeitsgemeinschaft für Pharmazeutische Verfahrenstechnik eV, Kurfürstenstrasse 59, 55118 Mainz, Germany) of your decision by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) to revoke this contract.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

#### Consequences of withdrawal

If you withdraw from this contract, we will have given you all payments that we have received from you, including the delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment.

If you have requested that the services should begin during the withdrawal period, you have to pay us a reasonable amount that corresponds to the portion of the services already provided up to the point in time at which you informed us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided in the contract.

Withdrawal form

(please send this form to the address given)

At

Arbeitsgemeinschaft für Pharmazeutische Verfahrenstechnik e.V, Kurfürstenstrasse 59, 55118 Mainz, Germany,  
email: info@apv-mainz.de.

- I/we (\*) hereby revoke the booking contract concluded by me/us (\*)
- To participate in the following event:
- Booked on (\*)
- Name of the participant (s)
- Address of the participant (s)
- Signature of the participant (s) (only for communication on paper)
- Date
- (\*) Delete where inapplicable.

## **9. Cancellation by the organizer**

The organizer can terminate the contract for good cause, e.g. if the participant permanently disrupts the event or no payment is made in due time following a reminder. There is no entitlement to reimbursement of fees already paid. We cannot recognize recourse claims due to the termination of an event. . This also applies to cancellation or rebooking fees from airlines, rail, bus, hotel costs or similar costs, arising for the participant as a result of the cancellation.

## **10. Cancellation and change of events by the organizer**

- 10.1** The event can be canceled by the organizer at any time for good cause, in particular in the absence of a cost-covering number of participants and for reasons beyond the control of APV, e.g. due to short-term unavailability of the speaker without the possibility of using a replacement speaker or due to force majeure. The participant will be informed immediately and fees already paid will be fully reimbursed. We cannot recognize recourse claims due to the cancellation of an event. This also applies to cancellation or rebooking fees from airlines, rail, bus, hotel costs or similar costs, arising for the participant as a result of the cancellation. This also applies in the case of short-term cancellations or an event cancellation, even if the prior notification of the participants should no longer be possible.
- 10.2** Insofar as the overall design of the event is not significantly impaired, the change of speakers and postponements in the schedule do not entitle the participants to withdraw from the contract or to reduce the fee. The options for withdraw for an good cause remain unaffected.
- 10.3** We reserve the right to hold hybrid event formats (face-to-face events with the option of a virtual meeting) in the absence of a cost-covering number of participants for the face-to-face event as pure virtual meetings, provided that § (9) does not come into force.
- 10.4** In addition, APV is entitled to hold a purely face-to-face event at any time as a purely virtual meeting, should the external circumstances make the implementation of a face-to-face event irresponsible, provided that § (9) does not come into force.

## **11. Liability**

The organizer is only liable for damages based on an intentional or grossly negligent breach of duty by the organizer, his legal representatives or vicarious agents. This does not affect the liability for injury to life, limb and health as well as for the violation of essential contractual obligations. Essential contractual obligations (cardinal obligations) are those whose fulfillment is necessary to achieve the objective of the contract and on whose compliance the contractual partner relies and can regularly rely. In the event of a breach of essential contractual obligations, the claim for damages is limited to the typically foreseeable damage, if this was not caused intentionally or through gross negligence, unless it concerns claims for damages from injury to life, body or health.

If events lead to a delayed start or to the complete cancellation due to force majeure, no liability is assumed. In particular, APV is not liable for the correctness and completeness of the seminar documents, seminar lectures or other publications. In particular, these do not replace legal, tax, medical or pharmaceutical advice from appropriate professionals. APV assumes no liability for consequential damage based on possible incorrect and/or incomplete content of the lectures and/or event documents.

## **12. Data protection**

- 12.1** The data of the participant and/or the contractual partner or their representative will be electronically stored and processed by the organizer for the implementation of the event, unless express consent is given to other use and/or use of the data specified in the respective consent. The use also includes the forwarding of the data to third parties covered by the permit (e.g. speakers or cooperation partners of respective event). The data will not be passed on to unauthorized third parties. The confirmation of registration can also be sent by unencrypted e-mail. It cannot be ruled out that it will be read by third parties.
- 12.2** If we have received the email address of a participant in connection with the implementation of an event from the participant and the participant has agreed to such use, we may use this email address to inform participants about our offer (similar services/events). The participant can object to such use at any time without incurring any costs other than the transmission costs.

## **13. Film and photo rights**

- 13.1** The participant of an event agrees irrevocably and free of charge for all current and future media that the organizer is entitled to create, reproduce, send or broadcast image and/or sound recordings of his person that go beyond the reproduction of an event of current events, to create, reproduce, send or have sent and use in audio-visual media. This also includes use for reporting and advertising other APV events, publication in our print and online media, as well as third-party print and online media, on websites and in social media.
- 13.2** Every participating person has the right to object at any time to the production of video and audio recordings that concern themselves for reasons that arise from their particular situation. The objection is to be communicated at the beginning of the event to the employees of the organizer or - during the event - to the person making video or sound recordings on site; the person who disagrees can then be assigned a different seat if necessary.

## **14. Copyright and use of event documents as well as image and sound recordings**

- 14.1** Content offered, such as lectures, presentations and event documents, are protected by copyright law. Rights of use are only transferred by expressly granting the right of use in writing.
- 14.2** Insofar as documents are made available to the participants for download, use is limited to the participant. He can save the files as often as he likes on his computer and also on mobile devices, but must ensure that only he has access to them. Passing on the event documents (not even in parts) or the access data to third parties is not permitted. The participants are not authorized to copy, further use or pass on to third parties licensed material that is handed out for training and information purposes. It is not permitted - even without passing on the access data - to enable other people to use it.
- 14.3** APV is entitled to block access if these usage guidelines are violated. This also applies if the customer/participant is in default of payment.
- 14.4** In the case of virtual meetings, recording, forwarding or other reproduction of the content is prohibited and requires the prior written approval of APV.
- 14.5** Virtual meetings can be recorded by the APV for internal purposes or for participants. This can also include video, audio and chat logs as well as the names of the logged-in participants. Participants should therefore carefully consider which data and information they want to disclose online. Note: You can also log in with a pseudonym instead of a real name.

## **15. Dispute Resolution**

The EU Commission offers the possibility of online dispute resolution on an online platform operated by it. This platform can be reached via the external link [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). We are not obliged to participate in an arbitration procedure and unfortunately cannot offer participation in such a procedure.

## **16. Final provisions**

Subsidiary agreements, changes and additions to the contract, including these general terms and conditions, must be made in writing. This also applies expressly to a change in the above written form requirement. Should individual provisions of the contract, including these general terms and conditions, be or become legally ineffective, or should loopholes arise, this shall not affect the validity of the remaining provisions.

This contract, its conclusion and implementation is subject exclusively to the law of the Federal Republic of Germany. The application of international private law and the UN sales law is excluded. Mandatory provisions of the state in which the consumer has his habitual residence remain unaffected.

The place of jurisdiction for all disputes arising from the contractual relationship is Mainz. The competence, which may be reasoned by an exclusive jurisdiction remains untouched. The contract language is German.

## B) Further conditions of participation of the APV for exhibitions

### 17. Validity

**17.1** These conditions of participation, which go further under B, apply in addition and overriding - to all conditions listed under Section A - for all exhibition options offered (e.g. a table top presentation) on the occasion of an APV event.

### 18. Exhibition ResearchPharm® as an integral part of the World Meeting on Pharmaceuticals, Biopharmaceutics and Pharmaceutical Technology

**18.1** In addition to § 18: By booking a stand space at Exhibition ResearchPharm®, you also accept the supplementary and overarching "Special Conditions of Participation" that you can find on the ResearchPharm® website at: <https://www.researchpharm.org/researchpharmr/terms-and-conditions/>.

**18.2** The number of stand areas is limited. The bookings are taken into account in the order in which they are received. A waiting list is kept.

**18.3** Deviating from §§7.1-7.3 cancellation conditions:

**18.3.1** Up to 91 days before the start of the event, a processing fee of 25% of the stand fee will be charged.

**18.3.2** 90 - 1 day (s) before the start of the event or in the case of a no-show: the stand fee will be charged in full.

**18.3.3** In the event that the stand area is resold after your cancellation, we would reimburse you the stand fee minus 25% as administrative costs. This only applies if the exhibition is completely sold out at the time of your cancellation.



APV Executive Board (December 2020)

