

IAS 2021 - Terms & Conditions for Satellites and Exhibition

Definitions

These Terms & Conditions for Satellites and Exhibition are valid for every organization applying for a satellite and/or exhibition package for the 11th IAS Conference on HIV Science (IAS 2021) to be held virtually from 18 – 21 July 2021 (hereinafter referred to as “IAS 2021” or “the conference”).

All references to a date or a deadline, mentioned in this and other conference documents, refer to the Central European Time Zone (CET).

All references to “IAS” mentioned in this and other conference documents refer to the International AIDS Society, registered and based in Geneva, Switzerland. The International AIDS Society is the organizer of the IAS Conference on HIV Science and hosts the conference secretariat. The IAS is hereinafter also referred to as “the conference organizer”.

Applying for an exhibition package

Organizations applying for an IAS 2021 exhibition package must follow the below criteria for acceptance:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the IAS 2021 conference platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose and cybercrime;
- In violation of the IAS 2021 Principles and Values and the IAS 2021 Terms of Use;
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex;
- In conflict with any applicable data security and protections laws, including but not limited to the European Union General Data Protection Regulation (GDPR), or any relevant data protection regulation;
- In any manner which could vitiate the insurance or increase the rate of insurance on the virtual conference

All exhibition package orders must be placed online on ISET (IAS Satellite and Exhibition Tool). The exhibition order will be confirmed only upon receipt of full payment in accordance with the IAS 2021 Terms & Conditions for Satellites and Exhibition. The IAS 2021 Satellites and Exhibition team reserves the right to accept or reject applications.

The IAS 2021 Exhibition team will assign the virtual booth/page spaces on a first-come, first-served basis according to the selected package, the dates by which applications are received and fully paid, availability and the overall requirements for the exhibition.

The IAS 2021 Exhibition team has the right to revise the virtual location and time of the exhibition, to curtail the time or to cancel the exhibition at any time. Any change in the duration of the exhibition does not entitle the exhibitor to cancel the booking or to request a reduction of fees, or to put forward a claim for damages or costs thereby incurred.

Access to the exhibition will only be granted for registered conference participants. Exhibitor staff must be registered as exhibitor to get access to the company's exhibition booth/page. The number of free exhibitor staff registrations per exhibition booth/page is detailed in the exhibition package.

Applying for a satellite package

Organizations applying for an IAS 2021 satellite package must follow the below criteria for acceptance:

- Supporting the vision and goals of the conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting conference policies and goals of diversity and inclusion

Organizations shall not use the IAS 2021 conference platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose and cybercrime;
- In violation of the IAS 2021 Principles and Values and the IAS 2021 Terms of Use;
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma codex;
- In conflict with any applicable data security and protections laws, including but not limited to the European Union General Data Protection Regulation (GDPR), or any relevant data protection regulation;
- In any manner which could vitiate the insurance or increase the rate of insurance on the virtual conference

Satellites can be non-promotional or promotional as long as the satellite organizer ensures compliance with all relevant codes of conduct and/or applicable laws.

A promotional satellite symposium is defined as a session promoting the prescription, recommendation, supply, administration or consumption of pharmaceutical product(s) through all methods of communications, including the internet¹. Satellite organizers are permitted to organize such symposia but bear full responsibility for ensuring compliance with all relevant codes and/or applicable laws.

This responsibility includes making sure that access to promotional satellite symposia is restricted to healthcare professionals (HCP)². Satellite organizers need to ensure that a process is in place to confirm participants' status as HCPs/non-HCPs (such as patient advocates, journalists, industry representatives). It is the satellite organizers responsibility to

¹ See 2019 [Code of Practice](#) of the International Federation of Pharmaceutical Manufacturers & Associations.

² An HCP is defined as: any member of the medical, dental, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, recommend, purchase, supply, sell or administer a pharmaceutical product.

inform the conference organizer **by 4 June 2021** in case they are planning to host a promotional satellite. The conference organizer endeavors to put in place suitable participant categorization options through the virtual conference platform. However, if the conference organizer does not have the capability to provide the required participant categorization, it is the responsibility of the satellite organizers to put alternative mechanisms in place to strictly limit participation in promotional satellite symposia to HCPs.

All satellite orders must be placed online on ISET (IAS Satellite and Exhibition Tool). The satellite order will be confirmed only upon receipt of full payment in accordance with the IAS 2021 Terms & Conditions for Satellites and Exhibition. The IAS 2021 Satellites team reserves the right to accept or reject applications.

If the satellite symposium is accepted by the IAS 2021 Satellites team, the satellite organizer must submit a complete satellite outline including presentation titles and final speaker names in accordance with the timeline and in line with the instructions provided by the IAS 2021 Satellites team.

The satellite scheduling is at the discretion of the IAS 2021 Satellites team. Only Major Industry Sponsors and other defined partners and sponsors receive the right to select their satellite slot based on set criteria. Scheduling is handled on a first-paid, first-served basis, according to the selected package, the dates by which applications are received and fully paid, availability and the overall requirements for the programme.

Access to the satellite will only be granted for registered conference participants.

Modification of the programme

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

Placing exhibition or satellite orders on ISET

Exhibitors and satellite organizers must use ISET to order an exhibition and/or a satellite package. All orders placed on ISET are subject to the IAS 2021 - Terms & Conditions for Satellites and Exhibition.

The placed order is binding and the payment is to be processed immediately upon receipt of the invoice. Exhibition and satellite package orders will only be confirmed upon receipt of the payment in full. If the full payment has not been received before the respective fee deadline the order will be charged with the respective additional surcharge once the nearest deadline has passed. Exhibitors with an outstanding amount will not be entitled to set up or access their exhibition booth/page. Satellite organizers with an outstanding amount will not be entitled to access the satellite services, incl. pre-recordings if applicable, and to host their satellite.

Payment conditions

All prices are in USD. No VAT is applicable for exhibition or satellite orders from organizers based outside of Switzerland. For Swiss based exhibition or satellite organizers, the Swiss VAT applies.

Payments have to be made in full directly upon placing the order and the full amount due has to be on the account indicated on the invoice before starting any virtual set-up (i.e. booth/page design and uploading documents, pre-recording or uploading satellite content, etc.), to access the exhibition booth/page or to host the satellite.

All payments have to be in USD, using a credit card or by bank transfer (no cheques are accepted). All bank fees and money transfer costs must be prepaid by the transmitter. Orders over USD \$30,000 must be paid by bank transfer.

The order will only be confirmed upon receipt of payment in full. If requested by the IAS 2021 Satellites and Exhibition team, a proof of payment should be provided.

In case of overpayment, refund requests must be made in writing and sent to the IAS 2021 Satellites and Exhibition team, by email, no later than 21 July 2021. A handling fee of USD 65 will be charged. Refunds will be made after the conference in the same form as the original transaction. For original payments made by bank transfer, the overpayment notification must indicate a bank account to which a refund should be remitted.

Cancellation policy

Cancellations must be sent by email to the IAS 2021 Satellites and Exhibition team. The cancellation will not be effective until a written acknowledgement from the IAS 2021 Satellites and Exhibition team is received. Unpaid orders are equally subject to the Cancellation Policy charges outlined below.

A cancellation or a reduction of the order will follow a strict refund policy:

- 50% of the total amount, if the cancellation or reduction request is received on or before 31 March 2021, 24:00 CET
- No refund if the cancellation or reduction request is received after 31 March 2021

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

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 organizer (incl. force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizer, the conference organizer cannot be held liable by satellite or exhibition organizer for any damages, costs, or losses incurred, financial losses, etc.

Under these circumstances, the conference organizer reserves the right to either retain the entire amount paid and to use it for a future conference, or to reimburse the exhibitor/satellite organizer after deducting costs already incurred for the organization of the conference and which could not be recovered from third parties.

Exhibitor and satellite organizer's appointed contractors

Exhibitors and satellite organizers assume full responsibility for all acts or omissions of all Appointed Contractors providing services to the exhibitor and/or satellite organizer. Exhibitors and satellite organizers will assure that such Appointed Contractors will fully comply with all terms and conditions of the IAS 2021 - Terms & Conditions for Satellites and Exhibition and will be financially responsible for any non-compliance by Appointed Contractors.

Content responsibility

The conference organizer is not responsible for the content or/and accuracy of any material presented or exhibited at a satellite or exhibition.

Intellectual property / Permission to publish and share presentation materials

The satellite organizer and all active satellite participants (e.g. panellists, presenters, moderators, chairs, co-chairs, etc.) grant the conference organizer the assurances and permissions with respect to the use of the presentation materials³ as set forth below. It is the satellite organizer's responsibility to have the written consent of all their active satellite participants for these assurances and permissions.

- 1) The satellite organizer and all active satellite participants give their consent for all presentation materials
 - a. to appear in the satellite (being it scheduled and/or on-demand) during IAS 2021;
 - b. for the recording to be uploaded on the conference platform and/or the IAS 2021 conference website, as soon as available after the scheduled satellite. The recording will be accessible to registered delegates for 30 days after the conference;
 - c. to be shared with the IAS 2021 scientific media partners for their use in analysing and reporting on information presented at IAS 2021;
 - d. to be shared with the IAS 2021 Lead Rapporteurs and Assistant Rapporteurs for their use in analysing and reporting on information presented at IAS 2021;
 - e. for the use of the session recording by the satellite organizer (if applicable).

- 2) The satellite organizer confirms that all their active satellite participants own the rights and have permission to (i) use the presentation materials for IAS 2021 and (ii) grant the below licence to the conference organizer and further confirm that the presentation materials do not infringe upon any third-party's rights. The satellite organizer and all active satellite participants confirm to indemnify and hold harmless the conference organizer from any liability that may result from their use of the presentation materials.

³ The term "presentation materials" includes the session and presentation recordings, all music, images, videos, voice and other sound recordings of presenters and other people in the recording, any slides, and any other material and content comprising a presentation for the satellite session.

- 3) The satellite organizer and all active satellite participants hereby grant the conference organizer a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license and release to store, publish, download, upload, reproduce, edit, display, distribute and otherwise use for their internal purposes all satellite presentation materials.

Conference embargo policy

All IAS 2021 Conference abstracts are released to delegates and media under a strict embargo policy. A detailed breakdown of embargo procedures for different types of abstracts is available on the IAS 2021 conference embargo policy page. All conference participants, presenters and media are required to respect this policy.

Liability

The conference organizer shall be held liable in the framework of a duty of care as a respectable business according to statutory provisions. The liability of the conference organizer - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The exhibitor/satellite organizer shall take part in the conference at his/her own risk. The satellite organizer and/or exhibitor is responsible for the costs of any damages arising out of their participation in the virtual conference. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organizer.

The conference organizer does not accept any responsibility nor liability, in all cases and at all times, for any damage, including misuse of data or any intellectual property or cybercrime resulting from the participation in the virtual conference.

All exhibitors and satellite organizers are obliged to purchase and maintain their own insurance policies through the term of IAS 2021, against any and all risks incurred by a virtual event.

Exhibitors and satellite organizers shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") suffered by the conference organizer and/or persons and/or property, arising out of the participation of exhibitors and satellite organizers in the conference.

Should the virtual conference platform become inaccessible by any cause or in case of any technical failure or breakdown, no reduction in costs or refunds are applicable. The conference organizer is released from any kind and all claims for damage or losses that might arise in consequence thereof.

Indemnification

Exhibitors and satellite organizers agree to indemnify, defend and hold harmless the conference organizer, and each of its directors, members, officers, agents, employees, affiliates, and subsidiaries, from and against any and all liabilities, damages (including cybercrime and copyright infringement), actions, causes of action, costs, losses, claims, and demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges arising out of or resulting from any negligent act, gross negligence or omission, or the wilful or wanted misconduct of the exhibitor and/or satellite organizer or of any of its employees and/or directors and/or agents and/or sub-

contractors, visitors or invitees. Except for fraud or wilful misconduct, the conference organizers shall not be liable to the satellite and exhibition organizers.

Waiver of claims and warranty

Exhibitors and satellite organizers assume full responsibility to safeguard online materials owned or used by the exhibitor and satellite organizers. Exhibitors and satellite organizers also agree that the conference organizer is not responsible for any charges, liability or expense caused by the malfunction or non-operation of any part of the virtual conference platform unless resulting from the conference organizer's negligence or wilful misconduct.

Compliance with laws

Exhibitors and satellite organizers shall, at their own expense, promptly comply and cause its employees, agents, contractors, patrons, and invitees to promptly comply with all laws, ordinances, orders, rules, regulations and requirements and to conform in all respects with laws, rules and regulations applicable to online events.

Fulfilment and jurisdiction

This contract shall be governed by and construed in accordance with the laws of Switzerland, without regard to choice of law rules.

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. There shall be one sole arbitrator. The seat of the arbitration shall be in Geneva, Switzerland. The arbitral proceedings shall be conducted in English. The arbitration shall be conducted in accordance with the provisions for Expedited Procedure.

Click [here](#) for further information on the International AIDS Society's copyright, disclaimer and privacy policies.