

## **WMS Congress 2020 – GENERAL TERMS AND CONDITIONS**

### **Preamble**

Azura Events Ltd (hereinafter also referred to as “Azura Events”, “we”, “us” or “our”) is the Congress Secretariat for the 25<sup>th</sup> International Congress of the World Muscle Society (“WMS 2020”) being held in Halifax, Canada, from 30<sup>th</sup> September – 4<sup>th</sup> October 2020 representing the local organisers WMS Congress 2020 and WMS Congress Ltd (hereinafter also referred to as “WMS2020”).

By purchasing a ticket for WMS 2020, you (hereinafter also referred to as “your”, “participant” or “party” and meaning all persons (or any of them including any possible lead person) named on the booking (and persons added or substituted at a later date) accept the following “General Terms and Conditions” (“terms”).

### **Registration**

The contract will be concluded between WMS 2020 and the party attending WMS 2020 once Azura Events has received the registration form and full payment is received into the WMS 2020 Congress bank account. The registered party will then receive a confirmation receipt in writing (“in writing” for the purpose of this contract means by e-mail or letter) regarding the conclusion of the contract and the registration and payment. The participant is required to inform Azura Events if he/she does not receive such a confirmation note in writing in due course after registration. The terms and the information contained in the booking confirmation are both part of the contract.

Participants must present this receipt at the registration desk of WMS 2020 when registering as proof of their registration and payment. An incorrect registration will be corrected into a new registration subject to availability. It is the duty of the participant to check the registration upon receipt and to re-register if necessary.

### **Methods of Payment**

At the time of registration full payment shall be made by credit/debit card. Payments are accepted in Sterling GBP only, any currency conversion costs or other charges incurred in making the payment or in processing a refund shall have to be borne by the participant.

Payments can only be made online using the payment methods offered by the payment provider World Pay. The transaction on your statement will show as “WMS CONGRESS LIMITED”.

### **Cancellation Policy**

Cancellation must be made in writing and sent to and confirmed in writing by Azura Events. The Registration fee will be refunded less 20% administration fee per registered person for cancellations received on or before 1<sup>st</sup> August 2020. A cancellation must include all information needed to make a refund. Refunds will be processed after the congress WMS 2020 only. No refunds will be made for cancellations received after 1<sup>st</sup> August 2020. Participants who do not attend WMS 2020 will be responsible for the full registration fee. No refund will be given for unattended events or early termination of attendance.

The registration to attend the conference may only be changed, replaced or refunded at our absolute discretion. We do, however, welcome substitute participants attending in your place provided that we have ten working days prior notice of the name of your proposed substitute and have received payment in full. In this event an administrative fee of 20% will be charged per change of person.

In cases where the abstract submitted through the online system is NOT accepted, participants will be contacted promptly and the registration fee fully reimbursed if required.

### **Cancellation of the Congress**

In case that the entire congress cannot be held or is postponed due to events beyond the control of WMS 2020 or Azura Events (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of WMS 2020 or Azura Events or subject to a decision of the WMS 2020, WMS 2020 or Azura Events accepts no liability by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc. Under these circumstances, WMS 2020 will reimburse the participant the remainder of the registration fee after deducting costs already incurred for the organisation of the event which could not be recovered from third parties.

WMS 2020 or Azura Events is not responsible in any event for any airfare, hotel or other costs incurred by participants in preparation for attending WMS 2020.

### **Privacy**

When registering for WMS 2020 online the participant may choose to have his/her personal information to be publicly accessible and displayed on the conference list in the programme book & app to everyone. By accepting these terms, the participant declares that he/she allows Azura Events to publicly display on the internet and to print photographs of the event where he/she may be represented. The participant may revoke this approval for the future at any time in writing to Azura Events.

All personal data provided to Azura Events for event registration will be treated confidentially. Data shall be delivered to assigned service providers, as deemed necessary for the successful performance of the congress. Azura Events will only disclose or share information with third parties if it is necessary for the fulfilment of WMS 2020.

### **Participant's Obligations**

Depending on the participant's citizenship, it may be necessary to obtain a visa to travel to WMS 2020. It is the sole responsibility of the participant to enquire about their visa requirements with diplomatic and consular representations and to collect the necessary documents in due time for the visa. Azura Events can issue a standard visa invitation letter upon request after payment of the registration fee.

The party shall take part in the conference at his/her own risk. It is the sole responsibility of the participant to get third-party insurance coverage for participation purposes.

### **Liability**

WMS Congress Ltd, its legal agents or its vicarious agents shall not be held liable under, arising out of or in connection with this agreement, in contract, tort or howsoever arising, for any damage, loss of profits, business or goodwill, or any other loss or for any indirect or consequential loss except in cases of intent and gross negligence. WMS Congress Ltd is liable without limitation for any injury of life, body or health, based on a violation of duty by WMS Congress Ltd, its legal agents or its vicarious agents. In case of breach of essential contractual duties with minor negligence, WMS Congress Ltd liability shall be limited to typical and foreseeable damages. Essential contractual duties shall be duties that must be fulfilled in order to enter into a contractual relationship. The liability of commissioned service providers shall remain unaffected by this.

Azura Events or WMS Congress Ltd reserves the right to alter the venue or programme as deemed necessary. Azura Events shall not be held responsible for the content of WMS 2020. The content of WMS 2020 is covered and supplied by third parties. The content is provided on an "as is" and "as available" basis without any guarantees or warranties of any kind (express or implied) and Azura Events does not accept any liability arising from any inaccuracy or omission in the content or, to the fullest extent permitted by law, arising from any infringing, defamatory or otherwise unlawful

material in the Content.

### **Force majeure**

Except where otherwise expressly stated in these terms and conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by Force Majeure. Additionally we cannot accept liability or pay any compensation where any party suffers any damage, injury, expense or loss of any description as a result of Force Majeure. "Force Majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, strike, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control or the control of the supplier concerned.

### **Applicable Law and Jurisdiction**

This contract is governed and construed by English law. Any conflict of law provisions and the CISG shall not be applicable. All obligations shall be performed in London, England. The English courts shall have exclusive jurisdiction over all and any claims under, arising out of or connected with this contract.

### **Amendments**

Oral agreements and amendments shall not be binding if these have not been confirmed in writing by Azura Events and WMS Congress Ltd.

### **Severability Clause**

In case provisions of these Terms and Conditions may be ineffective, impracticable or invalid, the remaining Terms and Conditions shall remain valid. The invalid, ineffective or impracticable provisions will be replaced by clauses which resemble the actual or hypothetical intent of the parties had they known that the previous provision would be invalid, ineffective or impracticable.