

## **divine [id]'s GENERAL TERMS AND CONDITIONS OF SALE FOR PARTICIPANTS**

CURRENT AND UP-TO-DATE AS OF JANUARY 2020

divine [id] is a French event management company (medical conferences in particular) with €100,000 in share capital, registered with the Commercial and Companies Registry of Marseille under number 449 895 333.

Its legal representative is V erane Bergeron Moreau, Managing Director.

Its corporate headquarters are located at:

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FRANCE

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### **1. SCOPE**

1.1. These Terms and Conditions of Sale apply, to the exclusion of any other provision, to any "Registration" (including registration fee, accommodation, dinner booking, etc.) by a participant (the "Participant") for a conference (the "Event") organized by divine [id].

1.2. Registering to an Event online or returning a completed registration form implies unreserved acceptance of these Terms and Conditions of Sale in their totality.

1.3. divine [id] reserves the right to modify these Terms and Conditions of Sale. Only the Terms and Conditions of Sale that are currently in effect on the day of registration shall apply to the registration.

### **2. REGISTRATION CONTRACT**

2.1. Registration to the Event can be made by mail, by returning a completed registration paper form or directly online on the Event's website.

2.2. The full payment of registration fees must be made at the time of registration. Any incomplete registration or that does not include the payment on the terms detailed in Section 3 below will not be taken into account.

2.3. Once divine [id] receives a registration form and after payment is made, divine [id] will send the Participant a confirmation email. If divine [id] is unable to accept a registration from the Participant divine [id] will inform the Participant of this and refund his registration fee after 30 business days by bank transfer if payment was made by check or bank transfer, or by credit card if the payment was made by credit card.

2.4. The contract is considered to be finally formed when divine [id] sends the Confirmation, subject to collection of the payment.

2.5. The Participant has a right to cancel his or her registration within 7 calendar days after the Order Confirmation. There will not be possibility to cancel the order and be refunded 30 calendar days before the Event. If the Participant wishes to cancel a registration, he must give notice within the legally required period of time indicated above, by returning the cancellation form included at the end of these Terms and Conditions of Sale. The registration fee will then be refunded within no more than 40 calendar days.

### **3. PRICES - PAYMENT**

3.1. The applicable prices are the prices charged at the time of registration (prices published on the website). They include all the services described online for the corresponding price.

3.2. Subject to what is stated in subsection 3.3, for registrations made less than 14 calendar days before an Event, the following payment options are available:

- by bank transfer, to be credited to divine [id]'s account within 7 calendar days after it receives the registration.

Otherwise, divine [id] reserves the right not to accept the registration and to refund the Participant for the amount of the bank transfer.

- by credit card online.

Credit cards accepted for payment are Visa and MasterCard. divine [id] may have to contact the Participant to ask for additional information about the identity of the buyer and the owner of the bank card.

3.3. Payment by check payable in France only is possible only for registrations that divine [id] receives no later than 30 calendar days before the date of the Event.

3.4. Once a registration fee is paid, it can only be refunded in the cases specified in subsection 2.5 and in Section 5 of these Terms and Conditions of Sale.

### **4. PARTICIPANTS' OBLIGATIONS**

Registration with divine [id] implies acceptance of the following terms and conditions:

4.1. Each registration is valid only for the Event that is referred to therein and may not be accepted for another Event.

4.2. The Participant will receive the Event Badge at his arrival, which is the proof of his registration. The Participant must wear the Badge for the whole duration of the Event and show it to security if asked. The Badge is nominative and non-transferable. The Participant may be asked to present an ID card when accessing the Event.

4.3. The Participant agrees to comply with rules displayed at the Event location. divine [id] reserves the right to refuse to let any person who does not comply with this obligation take part in the Event.

### **5. CANCELLATION**

5.1. In the event that, after the above-mentioned time allowed for cancellation has expired, the Participant wishes to cancel his participation in the Event, he must notify divine [id] at least 7 business days before the Event by fax, email or mail. In such a case, divine [id] will reimburse the Participant according to the Cancellation and Modification Policy available on the website.

If divine [id] receives a cancellation request less than 7 business days before the Event, the Participant will not be able to claim any refund even if he does not attend the Event for which he registered, unless the request is made pursuant to the right to cancel participation described in subsection 2.5.

The Participant may, if he wishes, be replaced by another Participant, provided that notice is given to divine [id] at least 5 days before the start of the Event.

5.2. If divine [id] is forced to cancel the Event, it pledges to notify the Participants of this as soon as possible. The registration fees will then be refunded to Participants.

5.3. divine [id] may not be held liable and no refund will be made if the Event is postponed or cancelled because of an extraordinary event or circumstance beyond the control or an act of God.

## **6. INTELLECTUAL PROPERTY**

6.1. The Participant is hereby informed that divine [id] may have cause to take pictures and/or shoot films in connection with the Event. Except where he or she has expressly stated otherwise, the Participant authorizes divine [id] to take his or her picture or film him or her in connection with the Event and to distribute and reproduce such images in all formats as part of the promotion of the Event.

6.2. The speakers alone are responsible for any statements they make during the Event. It is the responsibility of the Participants to verify the relevance of the opinions/recommendations made by the speakers, in particular from a medical perspective. divine [id] will not be liable, directly or indirectly, for any damages or losses caused by or arising from the information conveyed or the presentations given during Events.

## **7. DATA PRIVACY AND PROTECTION**

7.1. Registering to the congress implies that the Participant agrees to have his personal information (surname, first name, institution and country only) sent to the industry sponsors. divine [id] agency informs you this was the subject of a declaration to CNIL, the French data protection agency, and this processing is in compliance with the French norm « NS n°48 ». In accordance with article 34 of the French law « Informatique et Liberté » (January 6, 1978), you can access, modify, correct or delete your personal data. In order to do so, please contact divine [id] at [info@divine-id.com](mailto:info@divine-id.com).

7.2. The data and information collected during registration are processed using computers in order to better manage the registration. divine [id] will ensure that all information and data collected is treated as confidential. Such data is not disclosed to any business partners or to third parties, except where the Participant has given his or her express prior authorization.

7.3. divine [id] can use information and data collected in the future to market services to the Participant and to keep the Participant informed about products, services and Events marketed by divine [id]. The Participant can always ask not to receive such solicitations by unsubscribing to the newsletters on his online account.

## **8. FINAL PROVISION**

8.1. These Terms and Conditions of Sale are governed by the laws of France.

8.2. These Terms and Conditions of Sale replace and supersede the previous Terms and Conditions of a prior date.

8.3. If any provision of these Terms and Conditions of Sale is held to be invalid by virtue of any present or future statutory or regulatory provision, or a court order that is final and not subject to appeal and from a court or public body, the provision in question will be considered as nonexistent. The other provisions these Terms and Conditions of Sale will remain in full force and binding on the Parties.

8.4 The Parties agree all disputes arising from the present contract can be settled finally before the Court of Commerce of Marseille.

## **Cancellation Form**

I hereby notify you that I would like to cancel the contract for the sale of the service/product described below:

- Ordered on \_\_\_\_\_
- Event concerned \_\_\_\_\_
- Order reference number: \_\_\_\_\_
- Registration detail: \_\_\_\_\_
- Name & address of the participant(s) \_\_\_\_\_

Date and Signature of the participant(s)