

# General Terms and Conditions for BCO Events

## General provisions

Upon completion of the electronic (online) registration or registration by other means for an event ("Event") organised by BCO ("BCO"; Bern Congress Organiser BCO GmbH), a contract ("Contract") is concluded between the registering or registering participant ("Participant") and BCO. The present General Terms and Conditions ("GTC") shall apply to this contract. By registering or registering, the Participant declares that he/she is aware of and accepts the General Terms and Conditions (in particular those available online).

## Settlement and due date of fees

The fees are invoiced on behalf of the organizer. Invoices are issued in the name and on account of BCO including the legally applicable value added tax.

All fees are due for payment after receipt of the invoice/booking confirmation in accordance with the payment deadline stated on the invoice. Irrespective of the specified payment deadline, full payment of the invoice amount is always required before the event begins.

In the event of a repeated reminder, a processing fee of CHF 30 will be charged.

Online credit card payments are processed by our partner. If the event is managed on site by BCO, payment is also possible on site at the conference office.

## Disclaimer

### Programme changes

The programme of the event is correct at the time of publication by BCO. BCO reserves the right, at its sole discretion and without prior notice, to change or cancel program items, the schedule and/or other aspects of the event. BCO also reserves the right to postpone or cancel an event. BCO, the management or organizers of the event, and third parties engaged in connection with the execution of the event (e.g. host organization) shall not be liable, either contractually or non-contractually, for any direct or indirect damages, incidental or consequential damages, lost profits, or inconvenience to the participant resulting from changes, cancellations, postponements, or cancellations.

### Non-performance and improper performance of the contract

The contractual as well as non-contractual liability of BCO, the management or organisers of the event and third parties commissioned in connection with the implementation is excluded to the extent permitted by law. In particular, contractual and non-contractual liability in the event of slight or medium negligence is excluded. In no event shall BCO, the management or organizers of the event or third parties commissioned in connection with the execution of the event be liable for indirect, incidental or consequential damages, loss of profit or inconvenience caused to the participant due to non-performance or improper performance of the contract.

### Hotel Reservations

BCO only acts as an agent for hotel reservation services and therefore assumes no liability whatsoever. Changes/cancellations must be made directly with the hotel and are the responsibility of the person making the booking. The cancellation conditions of the respective hotel apply.

### Force Majeure

BCO, the line or organisers of the event and third parties commissioned in connection with the implementation are not in default and are not liable, either contractually or non-contractually, for the non-performance or improper performance of the contract if this is due to an event over which they or their contractors, suppliers or subcontractors have no control, such as, in particular, the following events: force majeure, total or partial destruction of production facilities or sites, acts of war, riot or civil commotion, revolution, governmental orders and actions, acts of terrorism, fire, epidemics and pandemics, quarantine measures, unusually severe weather conditions, embargoes or trade restrictions or other cases which are considered force majeure in accordance with international practice ("Force Majeure Event").

IF THE EVENT IS CANCELLED DUE TO A FORCE MAJEURE EVENT, THE ENTRANT WILL NOT BE ENTITLED TO A REFUND OF THE REGISTRATION/ENTRY FEE OR OTHER SIMILAR SERVICES. IF THE EVENT HAS TO BE POSTPONED DUE TO A FORCE MAJEURE EVENT AND THE ENTRANT IS UNABLE OR UNWILLING TO ATTEND ON THE REPLACEMENT DATE, THE ENTRANT WILL NOT BE ENTITLED TO A REFUND OF THE REGISTRATION/ENTRY FEE OR OTHER SIMILAR SERVICES.

### Purpose of data collection

BCO and/or the event organiser shall treat all personal data in accordance with applicable law. In order to register for the congress, it is necessary to collect, store and process your personal data. The data collected when registering for the congress will only be used for the purpose of planning and running the congress and will only be passed on to third parties directly involved in running the congress and only if the organisational process requires it (e.g. hotel). The BCO will provide you with information about other similar events unless you refuse to give your consent when registering.

### News/Media

BCO plans to conduct film and photo shootings at the event for use in its educational, news or promotional materials in print, electronic or other media, including BCO's website. All such material is the property of BCO. By participating in the event, you grant BCO the right to use these images/videos for such purposes. Only officially authorised BCO organisers and journalists with a press card approved by BCO are allowed to take photos and film material. Anyone who takes a picture (using personal video/audio equipment, mobile phones, digital/film cameras, tape recorders or similar) without prior approval from the ITI or without proper consent is requested to stop using such equipment immediately - BCO assumes no liability.

### Insurance

No insurance is included in the registration fees. It is recommended to take out insurance when registering for the congress and when booking the trip. The policy should include :

- Loss of fees/deposit due to cancellation of congress participation or cancellation of the congress itself,
- Loss of international/domestic air fares due to cancellation for any reason,
- Non-use of tours or pre-booked arrangements due to airline delays, strikes, force majeure or other reasons,
- medical expenses (including health and accident insurance),
- Loss or damage of personal property,
- additional costs and repatriation if the travel arrangements have to be changed.

BCO is not liable for participants who have not taken out their own insurance in their country of origin.

### Changes and cancellations

Changes or the booking of additional services are generally possible free of charge.

Name changes are subject to a processing fee of CHF 25 and are only possible before the booking has been cancelled.

For cancellations, the cancellation periods and costs stated on the event page apply. In principle, however, cancellations are free of charge if double bookings are involved or if the booking is cancelled within 24 hours of the booking being made and confirmed in writing by the BCO. A (partial) cancellation after the start of the event is excluded in any case.

Bank charges for returned direct debits by bank are generally borne by the credit note recipient.

Should a BCO event take place both on site and online, registered congress participants can switch to online participation. In this case, the above cancellation conditions apply  
In case of differences of interpretation between the different language versions, the German version of the GTC shall prevail.

### Applicable law and place of jurisdiction

The relationship between the participant and the BCO is governed exclusively by the substantive law of Switzerland.

The courts at the seat of BCO in Bern have exclusive jurisdiction for all disputes between the participant and BCO.

In the event of differences of interpretation between the various language versions, the German version of the GTC shall prevail.

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision by a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any contractual loopholes.

Place/ date  
Bern, July 2020