

# General Terms and Conditions for Bern Congress Organiser (BCO) Events

## General terms

We, Bern Congress Organiser (BCO) GmbH, Taubenstrasse 8, 3011 Bern Switzerland, take data protection seriously and provide you, the client, with information about the collection, storage and possible use of personal data with respect to events organized by Bern Congress Organiser (BCO) GmbH in the following statement. Bern Congress Organiser (BCO) GmbH (hereinafter referred as “BCO”) is responsible for the processing of personal data in accordance with Swiss data protection law. This statement applies to all services offered and operated by us in connection with events organized by BCO.

By completing an electronic (online) registration or completing a registration through other means for an event (hereinafter referred as “Event”) organized by BCO, the registered participant enters into a contract (hereinafter referred as “Contract”) with BCO. These General Terms and Conditions (hereinafter referred as “GTCs”) apply to this Contract. By registering, the participant declares that he or she is aware of the GTCs (available online) and accepts them.

## Billing and due date of fees

Applicable fees are issued via invoice on behalf of BCO, the Event Organizer, and include Value Added Tax (VAT).

All fees are due for payment upon receipt of the invoice/booking confirmation in accordance with the due date for payment stated on the invoice. Regardless of the stated payment deadline, full payment of the invoice amount is mandatory in all cases before the start of the Event.

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

## Disclaimer

### Program changes

The Event Program is accurate regarding its date of publication by BCO. BCO reserves the right, at its sole discretion and without notice, to change or cancel program items, to change the program schedule and/or to change other aspects of the Event. BCO also reserves the right to postpone or cancel any Event. BCO, the management or organizers of the Event and third parties commissioned in connection with its implementation (e.g. host organization) are neither contractually nor extra-contractually liable for direct or indirect damages, incidental or consequential damages, lost profits or inconvenience incurred by the participant due to changes, postponements or cancellations.

### Nonfulfillment and improper fulfillment of the Contract

The contractual as well as noncontractual liability of BCO, the management or organizers of the Event and third parties commissioned in connection with its implementation is excluded to the extent permitted by law. In particular, the contractual as well as noncontractual liability is excluded in case of slight or ordinary negligence. In no case shall BCO, the management or organizers of the Event and third parties commissioned in connection with the Event execution be liable for indirect, incidental or consequential damages, loss of profit or inconvenience incurred by the participant due to nonperformance or improper performance of the Contract.

### Hotel reservations

BCO acts solely as an agent for hotel reservations and therefore assumes no liability. Changes or cancellations must be made directly with the hotel and are the responsibility of the person making the reservation. The respective hotel's cancellation conditions apply.

### Force Majeure

BCO, the management or organizers of the event and any third parties engaged in connection with the performance thereof, shall not be in default of, and shall not be contractually or extra-contractually liable for the nonperformance or improper performance of the Contract due to any event beyond their or their contractors', suppliers' or subcontractors' reasonable control; including, without limitation, the following events: Force Majeure, total or partial destruction of production facilities or sites, warlike events, riots or civil unrest, revolution, governmental orders and actions, acts of terrorism, fire, epidemics and pandemics, quarantine measures, unusually severe weather conditions, embargoes or trade restrictions or any other event deemed a Force Majeure under international practice ("Force Majeure Event").

If the Event is cancelled due to a Force Majeure Event, the participant will not be entitled to a refund of the registration fee or similar benefits. If the Event must be postponed due to a Force Majeure Event and the participant cannot or does not want to participate on the replacement date provided, the participant is also not entitled to a refund of the registration fee or comparable services.

### Purpose of data collection

BCO and/or the Event Organizer will handle all personal data in accordance with, and as applicable by law. In order to register for the Congress, it is necessary to collect, store and process your personal data. The data collected during Congress Registration will solely be used for the purpose of planning and conducting the Congress, will only be disclosed to third parties directly involved in conducting the Congress, and will only be collected if required for the organizational process (e.g. hotel). BCO will provide you with information about other, similar Events unless you refuse to give your consent at the time of registration.

### News/Media

BCO plans to conduct filming and photography 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 attending the Event, you grant BCO the right to use these images/videos for such purposes. Only officially authorized BCO organizers and journalists with a BCO-approved press pass may take photographs and film footage. Anyone recording (using personal video/audio equipment, cell phones, digital/film cameras, tape recorders or similar) without prior permission from BCO or without proper consent will be asked to stop using such equipment immediately - BCO will not accept any liability.

### Insurance

Insurance is not included in the registration fee. It is recommended that insurance be purchased when registering for the convention and booking travel. Insurance should include the following:

- Loss of fees/deposits due to cancellation of convention attendance or cancellation of the convention itself,
- Loss of international/domestic airfare due to cancellation for any reason,
- Failure to use tours or pre-booked arrangements due to airline delays, strikes, Force Majeure or other reasons,
- medical expenses (including medical and accident insurance),
- loss of or damage to personal property,
- additional costs and repatriation costs if travel arrangements must be changed.

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

## Changes and cancellations

Changes or the booking of additional services are generally free of charge. Name changes will be charged with a processing fee of CHF 25.00 and are only possible before the booking has been cancelled.

### Cancellation of participation

Cancellations are subject to the cancellation periods and costs indicated on the Events page. In principle, however, cancellations are free of charge if they are double bookings or if the booking is cancelled within 24 hours of the booking being made, reconfirmed in writing by the BCO. A (partial) cancellation is excluded after the start of the Event in all cases. In the case of a refund of course fees, bank charges will be entirely at the expense of the refund recipient.

If a BCO Event takes place both on site and online, registered congress participants can change to online participation. In this case, the above cancellation conditions apply.

## Applicable law and place of jurisdiction

In the relationship between the participant and BCO, Swiss substantive law exclusively applies.

The courts at BCO's registered office in Bern have exclusive jurisdiction over all disputes between the participant and BCO. In the event of differences in interpretation between the various language versions, the German version of the GTCs 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 with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any loopholes in the Contract.

### Change of our data protection regulations

We reserve the right to occasionally adapt this privacy policy so that it continually complies with the current legal requirements or in order to implement changes to our services in the privacy policy, e.g. when introducing new services. The new data protection statement will then apply to your next visit.

### Your rights

You have the right to obtain information from us at any time and free of charge about the personal data we have stored about you, and to have it corrected, blocked or deleted. To do so, please contact us by email or mail at:

Bern Congress Organiser (BCO) GmbH  
Taubenstrasse 8  
3011 Bern  
Switzerland  
Email: [info@bern-co.com](mailto:info@bern-co.com)

This privacy policy was last updated on November 4, 2021.