



98<sup>™</sup> EUROPEAN ORTHODONTIC SOCIETY CONGRESS

Rates currently capped from EOS2022 for Early Bird Bookings until 1st July

# DRAFT EXHIBITION AND SPONSORSHIP PROSPECTUS

98<sup>th</sup> European Orthodontic Society Congress 11-15 June | Oslo, Norway

www.eos2023.com

# INVITATION FROM THE CONGRESS PRESIDENT

Dear friends and colleagues,

It is my great honour to invite you to the 98<sup>th</sup> Congress of the European Orthodontic Society, which will take place in Oslo, Norway, from 11-15 June, 2023.

The scientific programme offers a range of topics that will be of interest to all participants.

Evidence-based orthodontics connects orthodontic practitioners and researchers and promotes the use of the best available evidence to make informed clinical decisions. Scientific developments and clinical management of impacted teeth, as well as the role of periodontium in orthodontics, will be some of the highlights. Free topic sessions are open to new and recurrent orthodontic themes. The keynote speakers are experts in the respective fields, and they will provide an excellent scientific and clinical update.

The future of our specialty lies in the hands of orthodontic residents. Therefore, it is of utmost importance that you participate in the making of this congress. We encourage you to submit your research for oral presentations or posters and take part in the social events for networking.

The last EOS Congress held in Oslo was in 1972. Since then, Oslo has gone through a lot of change. It is one of Europe's fastest growing cities with innovative architecture and modern neighbourhoods. On a day in Oslo, you can experience excellent food, music and museums, and, if you prefer, a quiet moment in the forest and a dip in the fjord.

Join us for a wonderful and memorable scientific and social experience at the 98th Congress of the European Orthodontic Society in Oslo.

I look forward to seeing you there!

Vaska Vandevska-Radunovic

President, EOS 2023



### **EOS2023 PACKAGES**

We are always happy to discuss creative ideas and look for ways to help you get the most out of the EOS Congress. Sponsorship levels are divided into Platinum, Gold, Silver and Bronze packages as well as exhibition opportunities large and small. As demand is typically high we recommend considering a sponsorship package to get the best positions.

#### PLATINUM SPONSOR - €50,000 + VAT

- Acknowledgement as a Platinum Sponsor at EOS2023, pre-event and post-event
- Logo as Platinum Sponsor in the Pocket Programme or Digital Equivalent
- Sponsor logo to appear on the Congress website homepage on sponsor carousel (Exclusive to Platinum and Gold sponsors) in addition to the sponsor/exhibitor list housed in a separate page.
- Prime Position Exhibition space size 36 square meters. Position priority as a Platinum sponsor.
- 2 full colour advertisements in the Pocket Programme (position subject to availability)
- 1 promotional Seat Drop (subject to availability)
- Your company logo on registration confirmation (Platinum/Gold only)
- Sponsor logo on all Congress marketing i.e. email blasts, print advertising etc. in the run up to the conference
- Logo on screen during session breaks in the auditorium
- 6 complimentary congress registrations
- Pull up banner at entrance of the main plenary hall (provided by sponsor) exclusive to Platinum sponsors
- 1 e-mail sent on behalf of the sponsor 2 weeks pre-congress to all attendees (content to be provided in html) Platinum / Gold / Silver sponsors only subject to availability
- 1 e-mail sent on your behalf 2 weeks post-congress to all attendees (content to be provided in html)
  Platinum & Gold sponsors only subject to availability
- Congress logo for use on Sponsor's promotional leaflets
- Satellite Symposium 45 minute duration. Day and time to be agreed
- 1 Badge reader (Collect information from attendees coming to your booth)

#### GOLD SPONSOR – €35,000 + VAT

- Acknowledgement as a Gold Sponsor at EOS2023, pre-event and post-event
- Logo as Gold Sponsor in the Pocket Programme or Digital Equivalent
- Sponsor logo to appear on the Congress website homepage on sponsor carousel (Exclusive to Platinum and Gold sponsors) in addition to the sponsor/exhibitor list housed in a separate page.
- Prime Position Exhibition space size 24 square meters. Position priority as a Gold sponsor.
- 1 advertisement in the Pocket Programme (full colour, right hand page)
- 1 promotional Seat Drop (subject to availability)
- Sponsor logo to also appear on the Congress website homepage on sponsor carousel in addition to the sponsor/exhibitor list housed in a separate page. Exclusive to Platinum and Gold sponsors
- Your company logo on registration confirmation (Platinum/Gold only)
- Sponsor logo on all other Congress marketing i.e. email blasts, print advertising etc. in the run up to the conference
- 1 e-mail sent on behalf of the sponsor 2 weeks pre-congress to all attendees (content to be provided in html) Platinum / Gold / Silver sponsors only subject to availability
- 1 e-mail sent on your behalf 2 weeks post-congress to all attendees (content to be provided in html)
  Platinum & Gold sponsors only subject to availability
- Congress logo for use on Sponsor's promotional leaflets
- Logo on screen during session breaks in the auditorium
- 4 complimentary congress registrations
- 1 Badge reader (Collect information from attendees coming to your booth)



#### SILVER SPONSOR – €25,000 + VAT

- Acknowledgement as a Silver Sponsor at EOS2023, pre-event and post-event
- Logo as Silver Sponsor in the Pocket Programme or Digital Equivalent
- Sponsor logo to appear in the sponsor/exhibitor list on the Congress website.
- Prime Position Exhibition space size 18 square meters. Position priority as a Silver sponsor.
- 1 advertisement in the Pocket programme
- 1 promotional Seat Drop (subject to availability)
- Logo and link on the Sponsor & Exhibitor page on the Congress website
- Sponsor logo on all other Congress marketing i.e. email blasts, print advertising etc. in the run up to the conference
- 1 e-mail sent on behalf of the sponsor 2 weeks pre-congress to all attendees (content to be provided in html) Platinum / Gold / Silver sponsors only subject to availability
- Congress logo for use on Sponsor's promotional leaflets
- 2 complimentary registrations
- 1 Badge reader (Collect information from attendees coming to your booth)

#### BRONZE SPONSOR - €20,000 + VAT

- Acknowledgement as a Bronze Sponsor in the Final Programme and on the Congress website
- Exhibition space size 9 square metres. Sponsors will be able to choose the space location within the given exhibition area and will be treated on a "first come-first served" basis
- Logo and link on the Sponsor & Exhibitor page on the Congress website
- Congress logo for use on Sponsor's promotional leaflets
- Logo on screen during session breaks in the auditorium
- 1 complimentary registration
- 1 Badge reader (Collect information from attendees coming to your booth)

# SATELLITE SYMPOSIUM/WORKSHOP

Date	Time
Tuesday 13 <sup>th</sup> June	Lunch time €23,000
45 minutes	Evening time €17,000
Wednesday 14 <sup>th</sup> June 45 minutes	Evening time €17,000
Thursday 15 <sup>th</sup> June 45 minutes	Lunch time €15,000

#### **INCLUDES:**

- Room Rental (standard AV, sound, lighting)
- Acknowledgement on the congress website
- Audio-visual equipment and on-site management
- Acknowledgement in the EOS2023 website
- Signage board advertising the satellite symposium
- Branding on stage (supplied by the sponsor)
- Symposium programme on the congress website
- Display table at the entrance of the meeting room
- Seat Drop (subject to availability)
- \* Subject to Local Organising Committee approval and costs for speakers to be covered by sponsor

#### **ADDITIONAL ITEMS**

Opening ceremony & President's Reception (Exclusive)	€17,000 + VAT
Coffee Break Sponsorship (one day)	€12,500 + VAT
Lanyard Sponsorship (Lanyards to be provided by sponsor)	€9,500 + VAT
Note Pad Sponsorship (Note Pads to be provided by sponsor)	€4,500 + VAT
Pen Sponsorship (Pens to be provided by sponsor)	€4,500 + VAT
Pocket Programme Sponsorship	€10,000 + VAT
App Sponsorship	€7,500 + VAT
Inter-session Slide	€3,500 + VAT
Logo Link on the EOS2023 Congress Webiste	€1,000 + VAT
Badge reader (To collect information from attendees coming to your booth)	€150 + VAT
Exhibitor Pass	€280 + VAT

#### **POCKET PROGRAMME ADVERTISING**

Inside back cover	€2,000 + VAT
Inside front cover	€1,500 + VAT
Right hand page advert	€1,250 + VAT
Left hand page advert	€1,000 + VAT



Please note that the minimum size booking for exhibition is 6sqm for Shell Scheme and 12sqm for Space Only.

The exhibition is directly adjacent to the auditorium so will receive excellent footfall.

#### STANDARD EXHIBITION PACKAGE

 $3m \times 2m$  stand or  $3m \times 3m$  stand including shell scheme, nameboard, standard lighting, standard electricity, 1 table and 2 chairs. Additional furniture can be purchased using the link in the Exhibition Manual which will be published in 2023.

#### **EXHIBITION RATES**

Shell Scheme (including all items detailed above) per square metre:	€635
Space Only per square metre:	€485
Example 3m x 3m Stand inc Shell Scheme	€5,715
Example 3m x 2m Stand inc Shell Scheme - (Limited availability)	€3,810



#### **EXHIBITION DRAFT SCHEDULE**

NB. Full build and breakdown timings will be announced in the Exhibition Manual in 2023.

Sun 11 Jun	Mon 12 Jun	Tues 13 Jun	Wed 14 Jun	Thu 15 Jun
Exhibition Build (Construction Only, No Exhibitor Access)	Exhibition Build (morning) Exhibitor Access (Afternoon)	08:00 – 17:00: Exhibition Open	08:00 – 17:00: Exhibition Open	08:00 – 15:30: Exhibition Open
	18:00: Opening of the Trade Exhibition			15:30: Exhibition Breakdown

# **EOS2023 SPONSORSHIP / EXHIBITION BOOKING FORM AND CONTRACT**

PLEASE COMPLETE AND SEND TO: EOS 2023 Congress Ltd

C/o TFI Lodestar Ltd

Cranmer House

Brixton Road

London

SW9 6DZ

**Email:** EOSpartnerships@tfilodestar.com

Please note that all acknowledgements of your company and listing of company name and address will be generated from the following information. It is mandatory to complete and sign this form to confirm your sponsorship. This form will be considered as a contract.

Company Name:	
Company Address:	
Postcode:	
Company VAT Number:	
Contact Name:	
Telephone:	
Email:	
Website:	
P.O. Number	
(If Applicable)	



# Please tick the boxes. We wish to reserve a Sponsorship Package: PLATINUM €50,000 +VAT including 36 sqm exhibition space (Full details in package outlined above) **GOLD €35,000 +VAT** including 24 sqm exhibition space (Full details in package outlined above) SILVER €25,000 +VAT including 18 sqm exhibition space (Full details in package outlined above) **BRONZE: €20,000 +VAT** including 9 sqm exhibition space (Full details in package outlined above) PLEASE RESERVE ADDITIONAL EXHIBITION SPACE ONLY (no shell scheme) @ €485 +VAT per SQM We wish to reserve an **Exhibitor Only Package** including shell scheme priced @ €635 + VAT per SQM SQM (Min 6SQM) We will require a space of

Please state here if there are companies you would prefer not to be located next to:
*Please note that we cannot guarantee any position requests but Platinum, Gold and Silver sponsors will be given priority
PAYMENT SCHEDULE:
All payments must be made in Euros
An invoice will be issued once a completed form and terms and conditions has been signed and received. This will be payable on receipt.
CANCELLATION POLICY
Once this contract has been signed and payment received no refunds will be issued.
Date:
Name (Printed): Signed:
Company Stamp:



# **TERMS AND CONDITIONS**

This agreement between the parties shall take effect on and from the date of signature and shall continue until the end of the EOS2023 event (11-15 June) unless terminated in accordance with the provisions of these Terms & Conditions ("Term").

#### 1. Definitions

The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

- **"The Organiser"** means TFI Lodestar on behalf of the European Orthodontic Society.
- **"The Organiser Marks"** means the trademarks owned by The Organiser as may be communicated to the Sponsor to be used for all promotion, advertising and marketing of the Exhibition.
- **"Exhibition"** means the trade exhibition being held in conjunction with the EOS2023 event.
- **"Exhibit"** means the display, all materials and presentations set up by the Exhibitor in the physical space allocated to the Exhibitor by The Organiser.
- **"Exhibitor"** is the person, firm, company, or corporation (and its employees and agents) named in the Application Form to whom space(s) has been allocated for the purpose of Exhibiting at the Exhibition.
- **"Event"** means the European Orthodontic Society Annual Congress also referred to as EOS2023.
- "Force Majeure Event" means any event affecting the performance of any provision of these Terms & Conditions arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.
- **"Premises"** refers to those portions of the Oslo Spektrum complex, Oslo, Norway, licensed to The Organiser for the use of hosting the Exhibition.

- **"Sponsor"** is the person, firm, company or corporation (and its employees and agents) named in the Application Form who has made application to sponsor one or more events and/or activities at the Exhibition.
- **"Sponsor's Marks"** means the trademark as set out in the Application Form, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Sponsor.
- **"Sponsor Rights"** means the bundle of rights granted to the Sponsor as agreed with the Sponsor separately in writing and confirmed in the Application Form.

In this Agreement, the following rules apply:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors or permitted assigns.
- c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

These Terms & Conditions apply to both Exhibitors and Sponsors (save where it explicitly refers to one or the other).

#### 2. Application

The Organiser reserves the right to refuse any application or prohibit any Exhibit without giving any reason for such refusal or prohibition. The Exhibitor may not, except by express written permission of The Organiser display directly or indirectly, advertise or give credits to any products other than his own or those of its named principal. The display of acknowledgement or credit indicating membership of organisations or trade associations is not permitted except by express written permission of The Organiser. The Organiser reserves the right to have masked or removed from the Premises any product or sign violating this obligation and all costs will be charged to the Exhibitor.

The Organiser reserve the right to postpone the Exhibition from the set dates and to hold the Exhibition on other dates as near to the original dates as possible, utilising the right only when circumstances necessitate such action and without any liability, financial or otherwise, to the Exhibitors. The Organiser reserves the right at its sole discretion to change the Exhibition floor layout. The Organiser reserve the right in unforeseen circumstances to amend or alter the exact site of the location of the stand and the Exhibitor undertakes to agree to any alteration to the site or the space re-allocated by The Organiser.

#### 3. Cancellation by Exhibitor / Sponsor

Once the order form has been signed there will be no refund of any of the fee in the event of cancellation by the Exhibitor / Sponsor.

#### 4. Occupation and payment for stand space

The Exhibitor, its agents, employees and contractors may only enter the building at a time allocated to them by The Organiser for the purpose of stand dressing and fitting. In the event of an Exhibitor failing to take possession of its stand The Organiser has the right to re-allocate the stand and all monies paid shall be forfeited. After this time the stand will be available for sale to another Exhibitor. All monies owed by the Exhibitor to The Organiser shall immediately fall due. All deposits paid will automatically be forfeited and no refund will be made. No Exhibitor shall occupy its stand space in the Exhibitor until all monies owing to The Organiser by the Exhibitor are paid in full.

If the Exhibitor fails to comply in any substantial respect with these Terms & Conditions, The Organiser has the right to sell the Exhibit space. The Exhibitor, however, will be liable for any loss suffered by The Organiser as a result and all monies paid by the Exhibitor shall be forfeited to The Organiser. If in the event of the Exhibitor failing to occupy the said space by the advertised opening of the Exhibition, The Organiser is authorised to occupy or cause the said space to be occupied in such manner as they may deem best for the interest of the Exhibition without refund to the Exhibitor and without releasing the Exhibitor from any liability under these Terms & Conditions.

#### 5. Installation and removal of Exhibitions

Exhibitors are prohibited from commencing installation of exhibitions until the time allocated to them by The Organiser. The Organiser will use its reasonable endeavours to adhere to the allocated date for the commencement of Exhibitor's work but will accept no responsibility for any costs, claims or expenses arising from any variation to such date. If, in the reasonable opinion of The Organiser, the Exhibit is not appropriate for the Exhibition then The Organiser shall inform the Exhibitor and the Exhibit shall be promptly modified by the Exhibitor in such a manner and within such time as The Organiser may specify. The Organiser may remove such

Exhibit at the expense of the Exhibitor who shall forfeit all sums paid by way of deposit, rental or otherwise.

The Exhibitor shall not erect any sign, stand, wall or obstruction which, in the sole opinion of The Organiser, interferes with an adjoining exhibitor. The Exhibitor is responsible for the safety of its products, display and stand. During setup and breakdown periods no material should be left unattended at any time. It is the responsibility of the Exhibitor to leave the stand space clean and tidy during the Exhibition and after dismantling. All exhibitions, displays, stand fittings and materials must be removed from the Premises by the time and date stated by The Organiser.

Removal of Exhibitions and dismantling may not commence until after the official Exhibition closing time. Any special arrangements for installation or removal of Exhibitions must be approved in writing by The Organiser.

#### 6. Obstruction of gangways and open spaces

Exhibitors will not be allowed to display Exhibitions in such a manner as to obstruct the light or impede or project over gangways or affect the displays of neighbouring Exhibitors. Gangways must always be kept clear and free for passage. All emergency exits and access to service areas are always to be kept clear. They must not be restricted or rendered unrecognisable. Public gangways shall remain the means of escape even during installation and dismantling periods. If the Exhibitor continues to cause obstruction or nuisance after notice has been given will be liable to have its stand closed by The Organiser at the Exhibitor's expense and risk.

#### 7. Conduct of Exhibitors and representatives

Annoyance: The Organiser reserves the right to stop any activity on the part of any Exhibitor that may cause annoyance to other Exhibitors or visitors. Business must be conducted only from the Exhibitor's own stand and under no circumstances may this be carried out from a gangway or elsewhere within the Exhibition.

Publicity material: Any publicity material may be displayed and/or given away only from the Exhibitor's own stand.

#### 8. Standard of work and safety

The Exhibitor shall comply with all current legislation and Health & Safety law and regulations and all reasonable instructions of The Organiser detailed in the Exhibitor Manual (to be released in 2023)

#### 9. Electrical requirements

Lighting and power services will be made available to the Exhibitor through the official electrical contractor to the Exhibitions. A schedule of these services and fees will be available upon request. Exhibitors may provide their own electrical fittings where such fittings are in the form of made

up units, showcases and/or signs complete and ready for connection to the mains supply. All electrical equipment must be PAT tested. Electrical devices which interfere with radio or television systems must be switched off immediately if requested by The Organiser. The use of electrical appliances shall only be permitted if they conform to the conditions concerning electrical appliances as laid down by the appropriate authority and other statutory bodies. Before such appliances are used, permission must be obtained from The Organiser. The use of immersion heaters and electric heaters with unguarded elements is not permitted.

#### 10. Dangerous materials and Exhibitions

The Exhibitor must conform with all laws and regulations concerning explosives and dangerous combustible materials as laid down by the appropriate authority and other statutory bodies. Hazardous materials are not to be used. Equipment displayed or demonstrated must be installed with strict adherence to safety measures. Any material or Exhibitions not approved by the appropriate authority or by The Organiser must be removed from the building at the request of The Organiser.

#### 11. Fire precautions

All material used by the Exhibitor must be effectively fire proofed or made of non-flammable materials in accordance with the standards of all appropriate authorities and regulations. Exhibitors must comply with fire prevention and other safety regulations.

#### 12. Damage/alterations to the premises

Exhibitors shall not stick or otherwise fix items on any parts of the Premises. Alterations to rented items and fixtures, use of heavy or bulky items or decorations, signs and posters shall require the prior written permission of The Organiser. The Organiser may remove any such items at the cost of the Exhibitor.

#### 13. Cleaning

The Organiser shall arrange for the daily cleaning of the aisles outside the Exhibitions open hours. Exhibitions will not be cleaned. Exhibitors must take their stand and personal belongings including unused literature away with them at the end of the event. Bins will be provided but disposal of larger items or excess waste must be arranged by the exhibitor. Any waste left by the exhibitor will be disposed of and charged back to the exhibitor.

#### 14. Security services

The Premises will arrange a site security service during the period of the Exhibitions but will accept no liability for loss or damage of Exhibitor's equipment.

#### 15. Storage

There are limited storage facilities available within the Exhibition area and Exhibitors are advised to make their own arrangements for removal and storage of packing cases and other such items. Under no circumstances shall packing materials of any kind be left in the aisles or on the stands.

#### 16. Control of Exhibition

The Organiser is responsible for the control of the Exhibition area. Exhibitors are responsible for the control and supervision of their own stands. Any decision of The Organiser relating to the Exhibition and/or the Exhibitions is final and decisive. Exhibitors must comply in all respects with the requirement of every appropriate authority, with the terms of agreement by which The Organiser occupy the Premises and with The Organiser's insurance policies. Copies of the insurance policies may be inspected at The Organiser's office 30 days prior to the opening of the Exhibition.

#### 17. Use of logos

Sponsors will provide logos to The Organiser for use in the printed conference programme, the event website and the event app. If a Sponsorship package includes branding on other materials such as e-mails or signage, the Sponsor will also provide a logo for use in this. The Organiser will endeavour to follow branding guidance within reason but cannot guarantee that all logo specifications will be followed and cannot guarantee that the Sponsor will see a print proof of any use before publication.

Sponsors and exhibitors can use the logo of the event and/ or society to promote their support of the event. It should be clear in each use that the organisation is a paid Sponsor and should not imply ownership of the event, control of the programme or a joint management of the conference. A logo set can be provided for use and Sponsors will endeavour to follow branding guidelines set out by The Organiser.

#### 18. Sponsor obligations

The Sponsor undertakes to The Organiser:

- a) to exercise the Sponsorship Rights strictly in accordance with the terms of these Terms & Conditions;
- use The Organiser Marks and other branding materials provided by The Organiser in accordance with these Terms & Conditions;
- to apply any legal notices as required by The Organiser or as set out in The Organiser Marks Guidelines on all materials and products that incorporate The Organiser Marks:

- d) to submit to The Organiser for its prior written approval, not to be unreasonably withheld or delayed, preproduction samples of and any advertising, promotional or other material or press release which associates the Sponsor with the Exhibition, or which incorporates The Organiser Marks, before their distribution, production or sale;
- e) to ensure that all materials and the Sponsor's Products promoted, published, distributed or sold and which are associated with the Exhibition or which incorporate The Organiser Marks shall be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force; and
- f) to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by The Organiser to protect The Organiser Marks. This may include recording the terms of these Terms & Conditions or any understanding or obligation under these Terms & Conditions on any trade mark register or other register, or in any other way.

#### 19. Payment terms

Payment will be due within 30 days of any invoice date. Bookings for Exhibitions and Sponsorship will be confirmed upon receipt of the deposit payment.

All payments shall be in Euros. No bank charges may be deducted from any amounts due. Unless The Organiser receives payment in full, The Organiser shall not issue a booking confirmation or VAT receipt.

If the payment due is not received in full by the due date, The Organiser reserves the right to re-sell the Exhibit space/ Sponsorship item without further reference.

All sums payable under these Terms & Conditions are exclusive of any VAT that may be payable by either party.

If a party does not pay any amount payable under these Terms & Conditions by its due date, the payer shall pay to the payee interest on the outstanding amount at a rate of 5% a year above the base rate from the due date for payment until the date on which the payee actually receives the outstanding amount. The payment of the interest will be in addition to, and not in substitution for, any other remedies available in respect of the non-payment.

#### 20. Liability

Nothing in these Terms & Conditions limits The Organiser's liability for death or personal injury caused by its negligence or for fraud. Subject always to the foregoing, under no circumstances shall The Organiser be liable to the Exhibitor or Sponsor (as the case may be) for any of the following, whether in contract, tort (including negligence) or otherwise any indirect or consequential losses, loss of revenue or anticipated

revenue, loss of savings or anticipated savings, loss of business opportunity, loss of profits or anticipated profits or loss of wasted expenditure. The Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of The Organiser's obligations under these Terms & Conditions, in respect of any one or more incidents or occurrences during the Term, shall be limited to a sum equal to €50.

If the Exhibition is abandoned, postponed or altered in any way in whole or in part, or if The Organiser find it necessary to change the dates of the Exhibition or vary the hours the Exhibition is open, The Organiser shall not be liable for any expenditure, damage or loss incurred in connection with the Exhibition. The Organiser shall not be liable for any loss, which the Exhibitor or Exhibition contractors may incur owing to the intervention of any authority, which prevents or restricts the use of the Premises or any part thereof in any manner whatsoever. The Organiser shall not be held liable for the Exhibition attracting a lower than expected number of participants or for any lack of interest in the event as a whole.

The Exhibitor will indemnify The Organiser against all claims and expenses arising from the Exhibitor's damage to property and for any loss or injury caused by it or its agents or employees.

#### 21. Insurance

The Exhibitor or Sponsor (as the case may be) confirms that it shall arrange a comprehensive insurance policy at its own cost to insure themselves fully against all risks at the Exhibition, in particular:

- a) Abandonment insurance: The Organiser is not obliged to return any monies paid for space in the event of cancellation or restriction of the Exhibition;
- Stand, fixtures and similar insurance: All risks on loss or damage to Exhibitor property, fixtures, fitting and all other property of a similar nature such as personal effects of directors, principals and employees whilst on the Premises and transit risks from the Exhibitor's premises to the Exhibition and return;
- c) Public liability: Liability to the public may arise out of Exhibitor or Sponsor activities and should be covered by insurance to a minimum of €5 million.

#### 22. Intellectual Property

Unless otherwise provided for in writing, all intellectual property rights held over The Organiser's offers, publications, and other products or services shall remain its property. The Exhibitor or Sponsor (as the case may be) shall not acquire any intellectual property right over the services and products offered by The Organiser.



The Organiser and the Sponsor acknowledge as follows:

- all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and The Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them; and
- all rights in The Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of The Organiser and the Sponsor shall not acquire any rights in The Organiser's Marks, including any developments or variations of them.

The Sponsor shall indemnify and keep indemnified The Organiser from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that The Organiser's use of the Sponsor's Marks in accordance with these Terms & Conditions infringes any Intellectual Property Rights or moral rights of any third party.

All Intellectual Property Rights in and to any materials produced for the Exhibition, excluding the Sponsor's Marks, shall remain, or be assigned to become, the sole and exclusive property of The Organiser.

#### 23. Termination

Without prejudice to any rights that have accrued under these Terms & Conditions or any of its rights or remedies, either party may terminate these Terms & Conditions with immediate effect at any time by giving written notice to the other party if:

- a) the other party fails to pay any amount due under these Terms & Conditions on the due date for payment and remains in default not less than 14 Business Days after being notified in writing to make payment;
- b) the other party commits a material breach of any material term of these Terms & Conditions and (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. However, this period will be reduced to 2 days if The Organiser calls upon the Sponsor to remedy the breach during, or within, the 7 day period before the Exhibition begins;
- the other party repeatedly breaches any of the terms of these Terms & Conditions in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms & Conditions; or
- d) the other party has a receiver or administrative receiver appointed over it or over any part of its business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction

makes an order to that effect, or becomes subject to an administration order or enter into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business.

Following termination of these Terms & Conditions for whatever reason the rights granted by The Organiser to the Exhibitor or Sponsor (as the case may be) under these Terms & Conditions shall immediately terminate and revert to The Organiser, after which the Exhibitor or Sponsor (as the case may be) shall not exercise any rights under these Terms & Conditions or use or exploit (directly or indirectly) its previous connection with The Organiser or the Exhibition. Each party shall promptly return to the other any property of the other within its possession or control. Each party shall pay to the other any sums that are outstanding and to be accounted for under these Terms & Conditions. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

#### 24. Force Majeure and Exhibition Cancellation

Any party that is subject to a Force Majeure Event shall not be in breach of these Terms & Conditions and shall be excused from performance under these Terms & Conditions while and to the extent they are unable to perform due to any Force Majeure Event, provided that:

- it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under these Terms & Conditions in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

If the circumstance of a Force Majeure Event continues for a period of 30 days or longer, the party not affected by the Force Majeure Event shall have the right to terminate these Terms & Conditions upon written notice to the other. Excuse from performance does not extend the Term of these Terms & Conditions. This termination shall be without prejudice to the rights of the parties in respect of any breach of these Terms & Conditions occurring before termination.

If the Exhibition is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) The Organiser shall notify the Exhibitor or Sponsor (as the case may be) of the cancellation as soon as possible. The parties agree that:

- a) The Organiser shall not be in breach of these Terms & Conditions by virtue of that cancellation or abandonment;
   and
- b) without prejudice to their rights and liabilities arising before cancellation, the parties shall, in respect of the period following The Organiser's notice, thereafter, be relieved of their rights and obligations under these Terms & Conditions in respect of the Exhibition.

#### 25. Data Protection

All information and data belonging to the Organiser and used by the Exhibitor / Sponsor shall at all times remain the sole property of the Organiser and, except with written permission from the Organiser, the Exhibitor / Sponsor undertakes not to disclose or use such information for any purpose other than for the Events. In the event of termination or expiration of the Agreement, the Exhibitor / Sponsor will return all information and data to the Organiser.

For the purpose of this agreement, Data Protection Legislation shall mean all applicable data protection laws, whether local, national or supranational, including the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679).

Both parties will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the terms Data Controller, Data Processor, Data Subject and Personal Data shall have the meanings as defined in the Data Protection Legislation.

The Organiser will ensure that it has all necessary appropriate consents and notices or other lawful authorisation in place to enable lawful transfer of the Personal Data to the Exhibitor / Sponsor for the duration and purposes of this contract.

It is understood that the Organiser will store personal data from the Exhibitor / Sponsor in their CRM system, and will delete personal data from their servers within the 12 months following the completion of EOS2023 i.e. no later than 3rd June 2023, unless individuals have specifically consented for their data to be retained after this period.

The Exhibitor / Sponsor shall, in relation to any Personal Data processed in connection with the performance by the Exhibitor / Sponsor of its obligations under this contract:

(a) process that Personal Data only on the written instructions of the Organiser unless the Exhibitor / Sponsor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Exhibitor / Sponsor to process Personal Data (Applicable Laws). Where the Exhibitor / Sponsor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Exhibitor /

- Sponsor shall promptly notify the Organiser of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Exhibitor / Sponsor from so notifying the Organiser;
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality (by imposing confidentiality obligations on all personnel processing the Personal Data), integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential: and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Organiser has been obtained and the following conditions are fulfilled:
  - i) the Organiser or the Exhibitor / Sponsor has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Exhibitor / Sponsor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Organiser complies with reasonable instructions notified to it in advance by the Exhibitor / Sponsor with respect to the processing of the Personal Data
- (e) assist the Organiser, at the Organiser's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Organiser without undue delay on becoming aware of a Personal Data breach;



- (g) at the written direction of the Organiser, delete or return Personal Data and copies thereof to the Organiser on termination of the contract unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Data Protection legislation and allow for audits by the Organiser or the Organiser's designated auditor.
- (i) delete personal data from their servers following the end of EOS2023 and no later than 12 months after ie by 3rd June 2024 (unless individuals have consented in writing for data to continue to be stored after this period)

The Organiser does not consent to the Exhibitor / Sponsor appointing any third-party processor of Personal Data under this contract.

#### 26. General conditions

Each party agrees that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

Nothing in these Terms & Conditions is intended to, or shall be deemed to, establish any Sponsorship or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

This Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms & Conditions is not subject to the consent of any person that is not a party to these Terms & Conditions.

No variation of these Terms & Conditions shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontractor deal in any other manner with any of its rights and obligations under these Terms & Conditions without the prior written consent of the other party (which is not to be unreasonably withheld or delayed). Each party confirms it is acting on its own behalf and not for the benefit of any other person.

No failure or delay by a party to exercise any right or remedy provided under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

If any court or competent authority finds that any provision of these Terms & Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms & Conditions shall not be affected. If any invalid, unenforceable or illegal provision of these Terms & Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms & Conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these

Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business,. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second business day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

These Terms & Conditions and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions or its subject matter or formation (including non-contractual disputes or claims).





EUROPEAN ORTHODONTIC SOCIETY CONGRESS

