



WFITN 2019  
NAPLES

# 15<sup>th</sup> CONGRESS OF THE World Federation and Therapeutic OF THE of interventional Neuroradiology

## GENERAL TERMS AND CONDITIONS FOR PARTNERS AND EXHIBITORS

WFITN2019 Congress, October 21 – 24, 2019  
Naples, Italy



## 1. Preamble

These General Terms and Conditions apply to each exhibitor (hereinafter, a “Partner”) taking part in the WFITN 2019 congress to be held from **21<sup>st</sup> to 24<sup>th</sup> October 2019, in Naples – Italy**, organized by E&C srl (hereinafter, the “Organiser”).

Signing this **Partnership & Exhibition Order Form** shall imply the full acceptance by the Partner of the following **WFITN2019 Congress General Terms and Conditions**.

## 2. Definitions

**Event:** means the event called WFITN 2019 organized by E&C srl in cooperation with the World Federation of Interventional and Therapeutic Neuroradiology from **21<sup>st</sup> to 24<sup>th</sup> October 2019, in Naples – Italy**.

**Partnership and Exhibition Manual:** means the Event presentation file delivered by the Organiser to the Partner, containing details of the offers and options available to the Partner. It is also available on <http://www.wfitn2019.com/index.php/exhibition-partnership/partnership-opportunities/>.

**Technical Regulations:** means the document containing the rules established by the venue and available on <http://www.wfitn2019.com/index.php/congress-information/venue/>.

**Venue:** means the space in which the Event is due to take place.

**Stand:** means the exhibition space made available to the Partner

## 3. Conduct of the Event

### 3.1 General

The Organiser determines the Event location, date, duration, opening and closing times and programme.

### 3.2 Event changes

Dates, duration and venue was already finalized by September 2018 (see [www.wfitn2019.com](http://www.wfitn2019.com)). Whenever it deems appropriate in the interest of the Event, the Organiser reserves the right to change before the Event, the opening date and/or closing date and/or duration and during the Event, the opening and closing times and the programme, subject to advising the Partner as soon as possible.

### 3.3 Cancellation of the Event

In case of total cancellation of the Event, the Partner shall be entitled to a refund of the amounts paid to the Organiser but shall not be entitled to any other amount and/or compensation. However, in case of cancellation of the Event due to force majeure, any and all amounts paid by the Partner, refund is not foreseen. The Partner and the Organiser agree that the following events shall constitute force majeure events within the meaning of this section 3.3: fire, flood, storm, destruction of the premises, strike, terror attack, etc., as well as any other event beyond the Organiser’s control.

## 4. Application and Ammission

### 4.1 Application

Participation applications are made using a “Partnership & Exhibition Order Form” drawn up by the Organiser. The sending of a signed partnership order form, once confirmed by the Organiser, acts as a firm commitment to pay the full amount of the price in the terms established in the Order Form.

### 4.2 Cancellation

The Partner acknowledges and agrees that, should it no longer wish to take part in the Event for any reason, the cancellation must be made in writing to the Organiser.

In case of a cancellation received by August 27, 2019, Partner will receive 70% refund of the payment.

In case of a cancellation after August 27, 2019 refund is not foreseen.

## 5. Rates & Regulations

### 5.1 Rates

The Event participation rates as well as the rates of the various options available to the Partner



are determined by the Organiser and specified in the Partnership and Exhibition Manual.

## 5.2 Payment Terms and Conditions

A down payment of 30% of the total invoice issued by the Organiser until the given deadline, failing which the request shall be not confirmed.

The remaining 70% will be paid in two stages: 35% by June 5, 2019 and the balance, on 30 days, end of the conference.

An application for partnership and/or exhibition does not constitute an attendee registration. This need to be done separately on the WFITN2019 website.

Cancellation or modification must be made in writing to the Organiser

In the event of a failure to pay the remainder of the price in due time, the Organiser may, further to the sending of a formal notice remaining unheeded, deem the space booking contract to be terminated. In such event, any and all amounts paid shall accrue to the Organiser, which further reserves the right to demand payment of the remainder of the price.

## 5.3 VAT

The Organiser shall comply with the provisions of directives and laws of the Country in which the Event is held in determining the VAT regime applicable to invoiced services.

## 6. Allocation of Partnership and Spaces

The Organiser designs the Event plan and determines the Stand locations, the time slots for sponsored sessions as well as the allocation of the proposals of the Partnership. The allocated Stands (surface area and location of the Stands), the times of the sessions and the partnerships proposed could be subjected to change by the Organiser until the Event opening date.

## 7. Fitting out plan, Taking over and Installation of the Stand

The Organiser ensures the consistency of the Event general aesthetics, decorating and fitting-out plan. The Partner acknowledges and agrees that the placing of advertising material outside its allocated area other than in the placed reserved for such purpose is forbidden.

Immediately after the signature of the order form, the Partner reserving only the floor space and wanting to take its own booth in, shall submit a detailed plan of its project to the Organiser and show the proposed installations and/or fittings.

The Partner shall, at its expense and under its responsibility, arrange for the installation of its Stand, including the transportation and assembly of the stand equipment and material, in accordance with the **Technical regulations** of the Congress Venue.

The installation of the Stands shall under no circumstances cause damage to or modify the permanent installations of the exhibition site or undermine the safety of the other exhibitors and visitors.

Stand assembly and installation timetable is set forth in the **Partnership an Exhibition Manual**. Beyond such dates and times, no packaging, material, transportation vehicles shall be permitted to access the Event site for any reason.

## 8. Safety

Partner and Organizer shall insure that all activities shall always comply with all applicable laws and industry codes issued by the relevant authorities.

Throughout the Event, the Partner shall be required to comply with the provisions of the laws and regulations in force, with the Safety Regulations and **Technical Guide** provided by the site Venue, as well as with all safety measures taken by the Public Authorities and/or the Organiser and/or the Venue.

Any breach of the safety rule may, by decision of the Organiser, lead to the immediate, temporary or permanent exclusion of the Partner. The installation of the stand and its staff must follow all relevant EU rules.

## 9. Occupation of the stand



The Partner shall occupy its allocated Stand within the installation dates defined in the **Partnership and Exhibition Manual**.

If for any reason a Partner does not occupy its Stand on the Event opening date or before the installation deadline determined by the Organiser, such Partner shall be deemed to have waived its exhibition right. The Organiser is free to dispose of the unoccupied Stand and to allocate it to another exhibitor, without any right for the uninstalled Partner to claim any compensation and/or refund, or to avoid its obligation to pay the price in full.

The Stand shall remain open and furnished throughout the duration of the Event and during the Event opening hours. Under no circumstances, the Partner may clear out its Stand prior to the close of the Event, except with the express exceptional authorization of the Organiser.

The Partner shall have competent staff in sufficient number to ensure a permanent presence. Such staff shall abstain from any conduct likely to cause any disturbance to the visitors or to the other exhibitors. The Organiser reserves the right to demand the immediate replacement of any person who does not meet the aforementioned requirements.

## 10. Sub-letting

Sub-letting is not permitted.

## 11. Running of the Stand

The Partner shall keep its Stand in a perfect state of maintenance and shall not in any manner deteriorate the partitions, floors or any material provided by the Organiser, and the Venue.

The Stands shall at all times be kept in a perfect state of cleanliness and tidiness. No packaging and/or container may be stored in or in the area surrounding the Stand. The Partner shall not allow any displayed objects and/or materials to remain covered during the Event opening hours.

Any supplier used on site must conform to the venue regulations.

## 12. Stand Activity

### 12.1 Publicity and Communication

Any advertising activities by the Partner shall comply with the laws and regulations in force. Advertising activities may be conducted inside the Stand, in accordance with the partnership agreement between Partner and Organiser, and on the condition that they do not cause any inconvenience. Voice advertisements or advertisements using sound devices, mimes, clowns and other types of attractions are expressly forbidden.

Complimentary small objects and/or brochures may be distributed if they are not incompatible with the image of the Event and in accordance with the partnership agreement between Partner and Organiser. They may be distributed inside the Partner's Stand and if their distribution does not cause any inconvenience. The distribution of advertising balloons is prohibited.

The projection of films or slides, the use of sound amplifiers, the setting-up of a sound system in the Stand and the use of computer monitors and television screens are allowed provided they do not cause any type of inconvenience. The Organiser reserves the right to take action in the event of inconvenience.

### 12.2 Exhibition and Demonstration

The Partner agrees to present only products, services or materials that comply with the rules and regulations in force and that deal with the subject of the Congress. Explosive substances and dangerous or harmful products in general are prohibited.

All devices, appliances and machines shall be equipped with a safety device and have not be left unsupervised by the Partner, particularly those with moving components. Appliances whose installation or operation may cause an inconvenience to or be a source of danger for the other exhibitors or the visitors are prohibited.



### 13. Communication Options

The Partner may choose a number of communication options in order to strengthen and optimize its visibility during the Event. The characteristics and rates of such options are set forth in the Partnership and Exhibition Manual.

Applications for any of the aforementioned shall be made using the partnership and exhibition order form drawn up by the Organiser, in accordance with these General Terms and Conditions and Mostra d'Oltremare GENERAL TECHNICAL REGULATIONS OF THE EVENT.

The Partner's contents shall be spread and/or posted online under its sole responsibility. Although the Organiser shall use its best efforts to avoid any material error or technical failure at the time of publication / online posting / insertion / delivery of the contents, the Partner acknowledges that the Organiser is bound by a best efforts obligation only and the Partner is responsible for all liability, including protection of intellectual property.

### 14. Session Organised by the Partner

#### 14.1 Role of the Partner

Where the option selected by the Partner includes a session organized by itself with the support of the Organiser, the Partner shall, under its sole responsibility, draw up the session programme. Therefore, the Partner shall determine the session topics, select the speakers and establish the schedule of presentations. The Partner shall forward its proposed programme to the Organiser, on the dates and in the format communicated by the Organiser in due time prior to the start of the Event. The proposed programme shall be submitted to the Organiser, which may refuse it or request certain amendments if the programme appears inappropriate according to (i) the objectives of the Event or (ii) the economic and/technical imperatives of the sessions organized in connection with the Event, (iii) the MedTech Europe Code of Ethical Business Practice .

The Partner, under its sole responsibility, shall manage the relationships with its selected speakers, in accordance with the laws and regulations in force. The Partner shall ensure that any health professionals called upon to speak at all times comply with the laws and regulations in force and, in particular, with the duty of transparency incumbent upon them. The speaker authorizes the Organiser to make use of the rights deriving from his/her presentations, in various formats (online publishing of texts and videos in particular).

#### 14.2 Role of the Organiser

The Organiser shall be responsible for the technical and material organization of the Session, according to the partnership order form signed by the Partner, and shall in this respect use its best efforts to maintain a level of quality consistent with the standard of the Event. It shall also determine date timing of the session, taking into account, as far as possible, the Partner's preferences. It shall dedicate a room in which the session is going to take place, with a sufficient surface area and layout, set up with the necessary conference equipment (furniture, audio/video equipment, sound system, etc.). It shall ensure the promotion of the session in the Event documentation, it shall negotiate and enter into the services agreements required for the proper technical and material organization of the Session, not including any special requests from the Partner, which shall be discussed in additional orders. It shall pay the service providers and handle any claims they may have.

#### 14.3 Liability

The Partner shall be fully responsible for the contents of the Session programme and presentations. The Partner accordingly agrees to relieve the Organiser of any responsibilities. The Partner shall be responsible for informing the Organiser of any law or regulation to which it may be subject as a result of its activities and likely to have an impact on the organization of the session. Moreover, the Partner shall relieve the Organiser of any claim resulting from any breach to law and regulation.



### **15. Access to the Event**

All persons present on the Event site shall be required to wear a name badge. If a person is unable to produce his/her badge, he/she may be get away from the Event. Details of the access policy as well as the terms and conditions for delivery of paying and free of charge badges are set forth in the Partnership and Exhibition Manual.

### **16. Removal of the Space**

The removal of Partner's goods and waste shall be undertaken at the Partner's expense and under its responsibility, within the set periods and according to the terms and conditions set in the Technical Regulations. The Partner or any of its duly authorized representatives shall be present at the Stand from the start of the disassembly operations until its complete vacation, in order to prevent the risk of loss and theft.

### **17. Insurance**

Pursuant to the laws and regulations in force, all exhibitors shall, at their sole cost and expense, procure and maintain through the congress dates from October 19, up to October 24, a comprehensive general liability insurance in full compliance with all laws up to the amount of 200 000 EUR. The insurance should cover the cost of any type of damage caused. Proof of such an "all risks" and a third party liability insurance shall be provided upon request. The Organiser shall waive any and all rights of recourse against the exhibitors and their agents (save in the event of malicious acts) in the event of loss, and each Partner, by virtue of its participation, also waives any and all rights of recourse against the Organiser.

### **18. Intellectual Property**

The Partner holds and shall retain exclusive ownership of its corporate name, trademarks and logos, domain name and displayed products and materials.

The Event is organized by the Organiser in a spirit of cooperation; accordingly, the Partner grants the Organiser the right to reproduce and/or represent its identifying elements (including its name, corporate name, logos and trademarks) as well as all of the products and materials displayed during the Event. The foregoing right is strictly limited to what is necessary or useful for the purpose of the organization, hosting and promotion of the Event and of its consequences, including, the reproduction and representation of the aforementioned identifying elements on all visuals and media in relation to the Event (catalogue, Event website, plans and visuals delivered to the visitors etc.)

The Partner shall not use the logo or identifying visuals of the Event in its documentation, whatever its nature or medium, without the prior consent of the Organiser.

### **19. Applicable Law and Competent Court**

These General Terms and Conditions are governed by the Italian law. It is expressly agreed between the parties that the Italian courts shall have exclusive jurisdiction to settle any disputes, including in the event of multiple defendants.

The official language for communication is English.