

Industry Invitation

6th WORLD CONGRESS

of Pediatric Gastroenterology, Hepatology and Nutrition

02–05 June 2021 · Together Online - From Vienna to the World



jointly with
ESPGHAN

TERMS & CONDITIONS

1. Conditions of admission and registration
2. Payment conditions, annulment of the contract, force majeure
3. Printed materials and complaints
4. Admission to the specialist exhibition, allocation of places, requirements and liability
5. Domiciliary rights and compliance with police regulations
6. Insurance, legal and data protection
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1. Conditions of admission and registration

Registration to take part in the event is only possible by using the official registration form. This does not confer any entitlement to registration by EUROKONGRESS GmbH. The legally binding signature on the registration form by an authorised person will denote the acceptance of all items in the standard conditions of entry as also binding on the client. Unilateral changes by the client therefore have no legal validity unless confirmed in writing by EUROKONGRESS GmbH.

The client is required to make his employees involved in placing the order, his agents and other representatives aware of the standard conditions of entry. He is required to ensure and to warrant that all these persons comply with the contract.

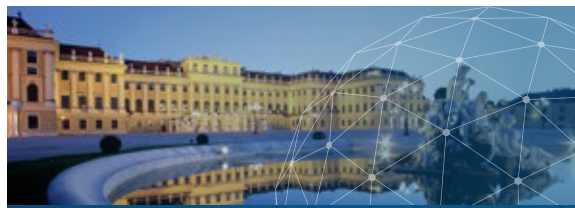
2. Payment conditions, annulment of the contract and force majeure

All payments must as a matter of principle be made in Euro (€). Amounts invoiced for services ordered and all ancillary costs are payable without any deductions within 14 (fourteen) days of the invoice date, whereby EUROKONGRESS GmbH is entitled to invoice the materials rented and its services before the event takes place.

EUROKONGRESS GmbH is entitled to annul the contract should its payment terms not be complied with or should the client infringe the domiciliary rights or house rules of the event location or should the conditions for the identity of the registered client no longer apply or the organiser subsequently become aware of circumstances that would have warranted exclusion had they been known in time. This will apply in particular should bankruptcy or insolvency proceedings be opened or in the event of the client's insolvency, about which the client is required to inform EUROKONGRESS GmbH immediately. In this case, EUROKONGRESS GmbH is entitled to withdraw its confirmation of registration without compensation and to provide the service ordered elsewhere. The company in default with its payments will be liable to EUROKONGRESS GmbH for any loss incurred. Should EUROKONGRESS GmbH be unable to market the service elsewhere, it also reserves the right to claim a share of its costs from the initial client equal to 25% of the agreed/invoiced service plus VAT.

EUROKONGRESS GmbH is entitled to make use of the landlord's lien provided for in law in order to ensure payment of all of its debt including any future claims. EUROKONGRESS GmbH assumes no liability for any damage to goods left behind. As an exhibitor, the client is required to provide information on the ownership of the objects exhibited at any time.

The client may not annul the contract once he has registered.



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In the event that the congress cannot take place on site due to a situation of force majeure or not to the planned extent, such as pandemic contact restrictions, the organizers reserve the right to convert the congress format into a fully virtual congress. In this case: Every booking of (only) one exhibition space will be converted into such a virtual presence. Every booking of exhibition stand space and virtual presence will be converted into such a (only) virtual presence. The respective price difference between the fee for the exhibition stand space and the (pure) virtual presence will be refunded. If the customer does not agree to this, he is entitled to cancel his booking without notice within fourteen days after notification by EUROKONGRESS GmbH. In this case the entire fee will be reimbursed.

3. Printed materials and complaints

The client is responsible for the delivery of advertising copy and flawless print documents on time. EUROKONGRESS GmbH will demand that print documents that are obviously unsuitable or damaged be replaced immediately. EUROKONGRESS GmbH guarantees the customary print quality of the article ordered subject to the quality of the print documents.

EUROKONGRESS GmbH also reserves the right to reject advertising orders on account of their content, origin or technical form in accordance with objectively justified principles, should the content contravene any laws or official regulations or should their publication be contrary to the organiser's interests. The client will be informed immediately should an order be rejected.

Complaints must be reported within four weeks of the receipt of the invoice and voucher.

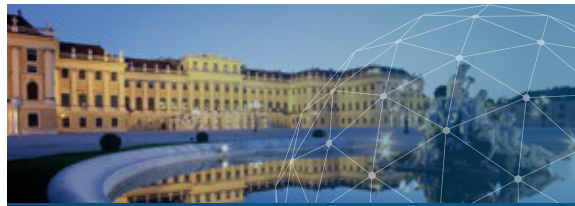
4. Admission to the specialist exhibition, allocation of places, requirements and liability

As a matter of principle, EUROKONGRESS GmbH will decide on the admission of exhibitors after having reviewed the application form.

Should registration for the exhibition be accepted, the company will receive a confirmation, a plan of the exhibition as well as all relevant information well in advance of the event. This only applies to the company referred to in the documentation. Neither the complete or partial transfer to other parties of the rights and obligations conferred by registration nor the sub-letting, occupation, division or exchange of a stand are permitted. Exceptions require the written consent of EUROKONGRESS GmbH.

The allocation and dimensions of the stand are governed, amongst other factors, by the available premises. The exhibiting company's wishes will be considered as far as possible – this does not however constitute entitlement. In exceptional cases, EUROKONGRESS GmbH reserves the right to allocate the exhibiting company a different stand (dimensions or location) up to ten days before the beginning of the event, even should a stand described differently already have been confirmed. The exhibitor is only entitled to demand the return of the stand rental already paid should EUROKONGRESS GmbH be unable to dispose of the stand area allocated.

Should several exhibitors wish to rent a stand jointly, the registration must name a stand representative entitled to act in their name with which negotiations will be conducted alone. This authorised representative is liable for any negligence on the part of those he represents as well as for his own negligence. The participating exhibitors are jointly and severally liable to the organiser.



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EUROKONGRESS GmbH is entitled to reject or to have removed unapproved exhibits and parts of the exhibition that do not match the exhibition's ambiance or that prove to be unsuitable and endanger, annoy or disturb the exhibition, its visitors and neighbouring stands. EUROKONGRESS GmbH will remove the goods exhibited with the assistance of the courts and at the exhibitor's expense should the exhibitor fail to comply with this requirement. The company exhibiting will have no rights whatsoever to compensation from EUROKONGRESS GmbH in such cases.

EUROKONGRESS GmbH and the landlord of the exhibition location are liable solely for damage caused by deliberate intent or gross negligence on their part. The client will be informed accordingly should approval and/or a required permit not be granted or only subject to certain conditions.

Neither EUROKONGRESS GmbH nor the landlord of the event location are required to safeguard deadlines, to lodge appeals etc. No claims for compensation whatsoever may be sought against EUROKONGRESS GmbH or against the landlord of the event location on account of conditions imposed by the building inspectorate and other authorities.

4.1 Requirement to keep the stand open

The exhibiting company is required to ensure that its stand is occupied and kept clean during the exhibition's opening times.

4.2 Advertising

Exhibitors are only permitted to carry on advertising of any kind for the products they manufacture or distribute within the area they have rented. Intrusive advertising not in keeping with the ambiance of the exhibition must be avoided.

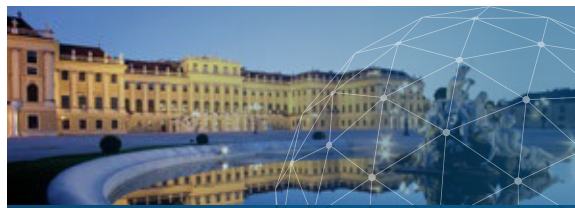
EUROKONGRESS GmbH is entitled to remove any advertising that does not comply with this requirement. The client will bear any costs incurred. No liability is assumed for any damage caused by this removal.

4.3 Liability

Any liability on the part of EUROKONGRESS GmbH for any defects already present in the rented article is excluded as is liability for damage incurred as a result of minor negligence on the part of EUROKONGRESS GmbH or its vicarious agents. Neither EUROKONGRESS GmbH nor the landlord of the event location are liable for the property of third parties brought into or stored on the event premises. This also applies to exhibition goods. No contract to safeguard such objects is concluded.

EUROKONGRESS GmbH and the landlord of the event location do not assume any liability for damage to persons and property and particularly not for lost property – including during assembly and dismantling times – or any liability for the cloakroom.

The exhibitor is liable in accordance with the general provisions of the law. The exhibitor is responsible on his own behalf and that of his authorised representatives for any damage to persons and property caused at the event location, to the building, fixtures and fittings and in loading and parking areas caused by his own negligence or that of his employees and vicarious agents whilst erecting the stand or by their motor vehicles. Claims for compensation must be forwarded to EUROKONGRESS GmbH and the landlord of the event location.



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5. Domiciliary rights and compliance with police regulations

During the event, the client will be subject to the domiciliary rights of the landlord of the event location on the whole site of the event. Instruction issued by those he employs, identified by their service pass, must be complied with. The client is required to behave in a manner appropriate to the environment.

By submitting a signed application, the client and his authorised representatives subject themselves to the above regulations as well as any additional regulations issued in the interests of the event and moreover to any regulations issued by the police or other public authorities.

The client is responsible for compliance with local building authority regulations, the provisions of the Regulations governing Places of Assembly (abbreviated in German to VStättVO) in so far as they apply to him and all trading, police, health authority and other regulations provided for in law.

6. Insurance, legal and data protection

6.1 Insurance

The client himself is required to ensure that adequate insurance cover is provided; he is required in particular to conclude third party liability insurance covering damage to persons and property and to rented objects incurred during the event. The exhibitor is also recommended to conclude additional insurance against loss of or damage to the client's own property during the event and during transportation.

6.2 Protection of commercial proprietary rights

The client is required to ensure copyrights and other protected commercial property rights associated with his participation. The client is responsible for registration with and payment of royalties due to the German GEMA (Society for Musical performance and Mechanical Recording Rights).

6.3 German Federal Data Protection Law

Business partners' personal data will be stored and processed in accordance with §§28 and 29 of the German Federal Data Protection Law (abbreviated in German to BDSG) within the context of the use intended by the contractual relationship.

7. Concluding provisions

EUROKONGRESS GmbH reserves the right to exclude the client from participation at the event should the client or his authorised representatives infringe the conditions of entry and measures taken not be reversed. The client will not be entitled to compensation.

Any claims of whatever sort against EUROKONGRESS GmbH or the landlord of the event location must be reported by registered letter within 14 days of the end of the event. Any claims reported later will not be recognised.

Should individual provisions of these conditions of entry be invalid, this will not affect the validity of the remaining provisions. The invalid provision must be amended in such a way that the objective intended is achieved.

Ancillary agreements will only be valid when confirmed in writing by EUROKONGRESS GmbH.

The place of fulfilment is Munich. Mutual rights and obligations arising from this contractual relationship and on account of this contract will be subject to the law of the Federal Republic of Germany.

8. Cancellation Policy

Sponsorship cancellations must be submitted in writing. For all cancellations received in writing up until **15 February 2021, 50%** of the total amount of the booked services will be withheld as cancellation fee.

For cancellations received in writing after **15 February 2021 a cancellation fee of 100% applies.**



ESPGHAN Code of Conduct 2020/2021 6th World Congress jointly held by ESPGHAN and FISPGHAN

1. Organisation

The overall responsibility for the 6th World Congress jointly held by ESPGHAN and FISPGHAN lies with EUROKONGRESS GmbH. This includes the complete organisational work, such as registration and accommodation, abstract handling, sponsoring activities, exhibition, etc. ESPGHAN is responsible for the scientific content of congress.

2. Participating Companies

The exhibitor/sponsor company shall inform all subsidiaries, affiliates, third-party companies etc. involved on its behalf of the rules and regulations of the “Code of Conduct”. It is the exhibitor’s/sponsor’s responsibility – being the official contracted partner to EUROKONGRESS GmbH – that its subcontractors adhere to all rules and regulations. The organisers (EUROKONGRESS GmbH) will communicate exclusively with clearly identified third-party companies officially mandated by participating exhibitors and sponsors. Queries received from third party companies (i.e. communication and press agencies) which do not clearly indicate which company they are representing will not be answered.

3. Exhibition

The commercial exhibition is a major forum for the pharmaceutical, nutritional and medical equipment companies to create opportunities for presenting their company and their products to healthcare professionals and to researchers in related fields. Exhibition stands should therefore create the opportunity for the company to show and display information relevant to both the company and their products as well as other scientific information they may choose. Activities not related to the practice of medicine or biomedical research are deemed inappropriate under this Code of Conduct.

- Assignment of Space

Exhibition space will first be allocated to previous supporters and subsequently to other companies.

- Use of Rented Space & Height Limitation

The use and branding of rented space may not exceed the rented surface. The height limitation as communicated in the Exhibitors Service Kit must be respected both for physical and visual devices (e.g. lasers, gobos, etc.).

- Noise

Exhibitors may not produce noise and/or use amplification of music and/or voice which may be heard outside the space assigned to the exhibitors, or which may



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interfere with or be felt objectionable to attendees or other exhibitors. **The volume level must not exceed 70dB (A)** at the boundaries of the stand.

The organisers reserve the right to require exhibitors to discontinue any such activity. Live presentations at the stand are not permitted without prior approval from the organisers.

- Stand Activities

“Meet the expert” sessions or press briefings at the stand are not allowed during the official scientific program. Activities for a maximum of 8 participants during coffee breaks are accepted. A request to hold such sessions must be submitted to EUROKONGRESS GmbH for approval. Stand activities such as quizzes, contests, etc. can take place throughout the exhibition opening hours with a limitation of 8 simultaneous participants.

- Recording

Taking pictures, filming and audio-recording in the exhibition halls is **not allowed for exhibitors**. Exhibitors may take pictures of their own stands but not of the stands of other exhibitors. All filming must be used solely for educational purposes and the copyright will be owned by ESPGHAN unless agreed otherwise in writing. **The company should in writing inform the organisers (EUROKONGRESS GmbH) of their intention to film, describing the subject and the purpose of the activity.** Filming and audio-recording will only be allowed once written confirmation is received by the applicant from the organisers.

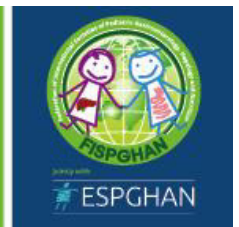
- Give-aways and Printed Material

Give-aways and printed material may only be distributed within the space rented by the exhibitor in the exhibition hall or at satellite symposia. No such material may be distributed in any hotel used by the organisers (EUROKONGRESS GmbH). Printed announcements of sponsored events or other material may only be distributed beyond the exhibitor’s booth space with prior written agreement by the organisers (EUROKONGRESS GmbH).

Companies may only offer gifts (maximum value of EUR 20) preferably of educational or scientific value. Gifts with a value of not more than EUR 120 will be allowed for professional or patient education purpose. Textbooks and CDs are acceptable up to this value. Product identification is permitted on give-aways. It is the company’s responsibility to also adhere to any restrictions and/or limitations which may be applicable according to the legislation of the host country of the congress. Contests, lotteries, raffles are subject to the approval by the organisers.

- Space Integrity / Promotional Activities

Exhibitors are prohibited from publicising, distributing, and canvassing, and/or maintaining any activities, inducements, demonstrations, materials, or displays outside the space assigned to them, unless agreed otherwise in writing ahead of the activity.



- Product Disclaimer

The acceptance of a product or service for exhibition does not in any manner constitute an endorsement by ESPGHAN.

- Exhibitor's Participation in Sessions

Participants registered as exhibitors will not be permitted to attend scientific sessions at the congress. Exhibitors interested in attending any scientific session must register as regular congress participants.

Exhibitors will receive complimentary exhibitor registrations. The number of complimentary registrations depends on the sponsorship package. The organisers (EUROKONGRESS GmbH) reserve the right to refuse applications of companies not meeting, or not having met on previous occasions, the standard requirements or expectations. The organisers (EUROKONGRESS GmbH) reserve the right to curtail or to close exhibits (wholly or partially) that reflect unfavourably on the character and the purpose of the congress.

4. Guidelines on scientific abstracts and their presentations at ESPGHAN Meetings

Abstracts submitted to 6th World Congress jointly held by FISPGHAN and ESPGHAN should focus on scientific findings and must not be abused to promote products or companies. Any financial support by commercial companies and any ties to commercial companies such as employment and honoraria must be transparently disclosed. The use of brand names of commercial products should be avoided, unless the disclosure of brand names is necessary for the understanding of the abstract in which case the brand name should not be used more than once.

Oral and poster presentations should focus on the presentation and discussion of scientific data and not in any way be abused for marketing or advertising purposes. Any financial support by commercial companies any ties to commercial companies such as employment and honoraria must be transparently disclosed. The name of companies linked to the research should be disclosed but no company logos should be used in scientific presentations in order to avoid even the suspicion of undue promotional activities. The use of brand names of commercial products should be avoided, unless the disclosure of brand names is necessary for the understanding of the presentation in which case the brand name should not be used more than once.



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5. Satellite Symposia Guidelines

Satellite symposia organised by pharmaceutical, medical device or nutritional companies will have, as their main objective, the communication of scientific material, which will enhance the knowledge of attendees. There will be no material inducement or publication of a reward to attend the symposium. Delegates may be sent special invitations and may be offered reasonable meal or drink serviced but no other reward to participants is allowed for attending a symposium.

Satellite symposium slots will be allocated by the organisers (EUROKONGRESS GmbH), taking into account previous support to the meeting, a balanced match of programme content, and other considerations that serve to support a successful congress.

The programme of a satellite symposium must be of general scientific content. The satellite symposium programme must be submitted to the organisers (EUROKONGRESS GmbH) in advance of the event. Deadlines apply! (Please also refer to the industry invitation for more information)

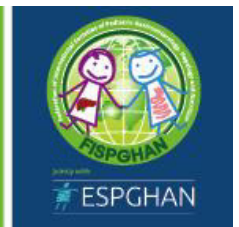
The chairperson of the satellite symposium should not be employed by or otherwise dependent on the sponsoring company but be a health care professional or academician not employed by a company related to the symposium. The chairperson has a responsibility to oversee that the messages and conclusions presented during the symposium are based on available scientific data. The sponsor should inform the chairperson(s) of this responsibility. In addition, the holder of a satellite symposium and the chairperson are jointly responsible for adhering to the assigned time slot of the symposium. All satellite symposia must be held at the congress venue during the official time slots offered by the organisers (see Industry Invitation). If any activities of a commercial partner are deemed to be in conflict with this policy or with the aims of the society, these will be assessed and will be treated in due course on a case by case basis.

- Advertising & Promotion of Satellite Symposia during the Congress

Satellite symposia programmes and invitations may only be distributed in the space rented by the exhibitor in the exhibition hall (if applicable) and at the entrance of the auditorium used for the satellite symposium **no more than 15 minutes before the start of the symposium**, unless otherwise agreed in writing with the organisers. Designated areas in high traffic locations at the congress venue may be made available to companies for displaying posters advertising their satellite symposia. The display of posters and visuals advertising satellite symposia during the congress will usually be limited to such designated areas, rented exhibition space, hospitality suites as well as staffed hospitality desks.

- Photos, Filming and Audio-Recording of Satellite Symposia

Any filming and audio-recording requires official permission from the organisers clearly outlining the purpose of the recording. Any such recording is permitted under the following conditions: in a written agreement between the company presenting the symposium and ESPGHAN it is be **confirmed that the captured material must be used only for educational purposes**. The company responsible for the symposium must inform their speakers and obtain written consent from their speakers directly. The captured material should not be profit making or for commercial purposes or



incur additional costs to the organisers of the conference. **ESPGHAN will retain the right of use for the captured material.**

- Live Broadcasting

Live and/or simultaneous broadcasting of satellite symposia by the sponsor **in any way is prohibited.**

- Delayed Broadcasting

For sound and image recording of satellite symposia (or parts thereof by any type of media) that are dedicated for presentation to a public or closed audience outside the congress, the company holding the satellite symposium is required to obtain formal acceptance from all speakers in writing and send it to the organisers at the latest 4 weeks before the congress. Satellite symposia must not be broadcasted by the sponsor in any way until the first Monday following the end of the respective ESPGHAN annual meeting.

Technical arrangements should be made first with the organisers (EUROKONGRESS GmbH) who will redirect the requests to the preferred audio/visual supplier.

6. Press, Media and Publication

Press conferences, briefings of any kind or similar group events organised directly or indirectly by the pharmaceutical company may not be held in the congress centre and not be organised during the official scientific programme hours. All such events with groups larger than 8 participants **need the prior approval of the organisers** (EUROKONGRESS GmbH).

The use of the FISPGHAN as well as ESPGHAN name, the World Congress logo, the FISPGHAN and ESPGHAN logo, and the congress logo in any fashion, by any commercial entity, for any purpose is expressly prohibited before, during and after the congress without prior written consent of ESPGHAN. The official congress logo without any modifications may be used on invitations for officially approved satellite symposia (see §4). It can be requested from EUROKONGRESS GmbH. The sponsor is obliged to submit a copy of the draft and of the final version of the invitation to the congress organisers.

Picture taking, filming and recording of the Scientific Programme or any part of it is not allowed unless approved in writing by the organisers (EUROKONGRESS GmbH).

Press and media interviews can be arranged on demand through the officially appointed media agency (if applicable).

7. Internet Publication of Material

The guidelines for press, media and publications are likewise applicable for the publication of material and information on the internet. Given that all material presented at the congress is of public interest and not confidential anymore, ESPGHAN expects such publications to be accessible without prior registration to a site even if the registration is free.



8. Social Events

The social programme of a congress is an important part of the event itself. It creates the opportunity for participants from different countries to get together, to network, and to exchange information outside the busy scientific programme of the congress. However, exhibitors/sponsors are reminded that **social events must not be arranged during the official scientific programme hours** (see event website).

Transportation to social events must not depart prior to the end of the official scientific programme. Social events organised by the pharmaceutical or nutritional companies according to the "ESPGHAN Code of Conduct" may contain a "Welcome Introduction" not exceeding 15 minutes in total by a maximum of two speakers.

This introduction may be referred to in the invitation to the social event as "Introduction to...[SUBJECT]" and must not contain any product placement.

9. Legal Issues

Each exhibitor/sponsor is responsible for the material and information they make available at the congress. Exhibitors/sponsors should only present material and information which has been approved by their legal departments and which is in compliance with the legislation of the host country of the congress. To summarise, exhibitors/sponsors should address these issues and any conflicts arising from such matters directly among themselves as the organisers will never intervene or arbitrate in any way in legal issues.

10. Code of Conduct Enforcement

All companies must comply with the ESPGHAN Code of Conduct and general congress guidelines. Penalties will be applied when violations occur.

The procedure for policing and enforcing the violation system is as follows:

- Alleged violations will be reported to the congress organisers (EUROKONGRESS GmbH).
- Once the alleged violation has been duly considered by EUROKONGRESS GmbH, a representative of the relevant company will be invited to present the company's view. The final decision on the applicable penalty will be taken by the organisers.