



## Rules & Regulations for Exhibitors

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# Rules and Regulations for Exhibitors

## 1. Introduction

The European Society for Radiotherapy and Oncology, hereinafter referred to as “ESTRO”, has established the following *ESTRO Rules and Regulations for Exhibitors*, hereinafter referred to as the “Rules and Regulations” to ensure compliance with laws, rules and contracts related to the participation of the Industry to the ESTRO meetings and conferences. These Rules and Regulations form a bona fide part of all contracts signed between the companies exhibiting, their staff and their subcontractors (hereinafter referred to as *Exhibitor*) and ESTRO. ESTRO reserves the sole right to render all interpretations, amend and enforce these rules and regulations, and to establish any and all further regulations not specifically covered below to assure the general success and wellbeing of the **ESTRO 2020** conference (hereinafter referred to as *Event*). All Exhibitors agree to abide by these regulations and any amendments or additions hereafter made by ESTRO.

## 2. Purpose

The purpose of the Event is to further ESTRO’s objectives by providing a supportive platform bringing together exhibition, educational and social networking opportunities.

## 3. Eligibility

ESTRO has the sole right to determine the final eligibility and qualification of any company, organization, agency or product for inclusion in the exhibition hall. Only the “Exhibitor”, as identified on the space rental application and whose application has been written approved by ESTRO, may exhibit at the Event in the exhibition hall.

ESTRO reserves the right to refuse admittance of inappropriate or non-oncology related products or services to the exhibition unless they are deemed by ESTRO to add value to the overall conference experience for delegate. ESTRO’s decision and interpretation of these conditions shall be accepted as final in all cases.

New exhibitors to the Event or companies that have not taken part in the Event’s exhibition for 3 years may be required to submit a statement of their products/services offering.

## 4. Access to the exhibition hall

The access to the exhibition hall will be possible only for Exhibitors complying with the present rules and regulations and the Venue regulations, in order of payment with ESTRO and wearing the appropriate conference badge. Any exhibiting company failing to be in line with these conditions will be denied the access to the exhibition hall.

Note: Minors under the age of 18 are denied the access to the exhibition hall during build-up and break-down times.

## 5. Local rules and regulations

Exhibitors must comply with all applicable rules and regulations, including the rules and technical regulations of the Venue.

## 6. Booking procedure

- The booking procedure for Gold Corporate Members will start on Tuesday 10 September 2019.
- The booking procedure for Corporate Members will start on Tuesday 17 September 2019.
- The booking procedure for Non-members will start on Monday 30 September 2019.

Applications should be made via email to [hyilmaz@estro.org](mailto:hyilmaz@estro.org) by indicating option 1 (1st preference), option 2 (2nd preference), option 3 (3rd preference), followed by the number of the corresponding booth. These preferences serve as guidance only and the decision between these 3 options will be the sole responsibility of ESTRO. In case all three of these options are already booked, ESTRO will contact the Exhibitor for an alternative solution.

Bookings will be completed as soon as the corresponding booking form duly completed has been sent to ESTRO and written confirmation of order has been given by ESTRO. The corresponding service will be delivered after corresponding payment in full has been received by ESTRO.

## 7. Confirmation of order

Once the application form has been submitted by the Exhibitor to ESTRO and once the Exhibitor has received from ESTRO the written confirmation of order, the order is officially confirmed, and the Exhibitor is legally bound by the Rules and Regulations and the Payments and general Terms and Conditions of Sales and Services as set out in this document.

Note: Confirmation of orders should be sent by ESTRO to the Exhibitor within one week after the receipt of the application form. In case of no feedback from ESTRO after one week, please contact [hyilmaz@estro.org](mailto:hyilmaz@estro.org)

## 8. Exhibition space allocation

While every effort will be made to preserve the original version of the exhibition floor plan, ESTRO reserves the right to rearrange the floor plan or relocate any booth at any time, in the best interests of the exhibition. The Exhibitor shall have no claim against ESTRO in respect of any change of lay-out.

While every effort will be made to assign the Exhibitor the best space according to his/her request, ESTRO cannot guarantee that the Exhibitor will not be placed next to or near a competitor.

## 9. Cancellation policy

### *9.1. Cancellation of technical exhibition*

In the event that the premises in which the exhibition is to be conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ESTRO or its agents, the Event and/or exhibition may be cancelled or moved to another appropriate location, at the sole discretion of ESTRO. ESTRO shall not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue of cause or causes not reasonably within the control of ESTRO. Causes for such action beyond the control of ESTRO shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, act of terrorism, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labour, technical or other personnel, labour union disputes, loss of lease or other termination by the Conference Centre, or act of God. Should ESTRO terminate any confirmed booking with any Exhibitor pursuant to the provisions of this section, the Exhibitor waives claims for damage arising from such termination. Refunds of "Paid Fees," in the event of Exhibition termination or cancellation, shall be made to Exhibitors at the sole discretion of ESTRO.

## *9.2. Cancellation of order by the Exhibitor*

### Cancellation made before 4 November 2019:

50% of the total amount of the bookings made to ESTRO will be invoiced by ESTRO and due by the Exhibitor.

### Cancellations made after 4 November 2019:

100% of the total amount of the booking made to ESTRO will be invoiced by ESTRO and due by the Exhibitor.

The Exhibitor must provide ESTRO with a written notification of any booking cancellation (exhibition space, modular shell scheme, satellite symposium and related items, sponsoring and advertising). Notifications must be sent to [hyilmaz@estro.org](mailto:hyilmaz@estro.org)

ESTRO shall not be responsible for any costs incurred by the Exhibitor which relate to the cancellation and reserves the right to reallocate the cancelled space.

## *9.3. Cancellation of Exhibitor's order by ESTRO*

ESTRO reserves the right to discontinue any booking not complying with the terms specified in the present rules and regulations and/or in line with the conference exhibitors' manual and Venue regulations. ESTRO shall not be responsible for any related costs incurred by the Exhibitor and reserves the right to reallocate the cancelled space.

## **10. Bankruptcy or Liquidation**

In case the Exhibitor becomes bankrupt or enters into liquidation other than for the purpose of restructuring or merger, or has a receiver appointed, ESTRO shall be at liberty to terminate immediately the contract with the Exhibitor, to cancel the allocation of items and to forfeit all sums paid by the company.

## **11. Reduction of exhibition space or services ordered by the Exhibitor**

Once the order has been confirmed to the Exhibitor by ESTRO, no refund will be made for reduction of exhibition space or services. This rule applies also to satellite symposia slots, sponsoring, advertising or any other service or item ordered to ESTRO.

## **12. Subletting and sharing of exhibition space**

The Exhibitor may not assign, sublet or apportion to others the whole or any part of the exhibition space allocated to the Exhibitor, and may not display goods, advertisements or services other than those manufactured or regularly distributed by the Exhibitor and approved by ESTRO.

## **13. Payments and general Terms and Conditions of Sales and Services**

### *13.1. Scope and binding character of these general terms*

- a. Every agreement concluded with ESTRO AISBL shall be subject to the present terms and conditions, unless otherwise agreed in writing.
- b. These conditions shall apply to all relationships between ESTRO AISBL and its customers. They shall have legal precedence over the purchase terms and any other particular terms of the customer.
- c. When particular terms are agreed upon between ESTRO AISBL and the customer, the latter shall prevail on the present terms in so far as they are inconsistent.

- d. The legality, validity and enforceability of other clauses in these General Conditions will not be affected if one of the clauses is or becomes illegal, invalid or unenforceable.

### 13.2. Offers and orders

- a. Our offers are nonbinding towards us. Verbal offers have to be confirmed in writing.
- b. Offers presented by ESTRO AISBL remain valid for a period of 15 working days.
- c. Unless agreed by ESTRO during that period, the offer becomes void and ESTRO AISBL reserves its right to, amongst other things, raise its initial offer.
- d. Every modification asked by the customer must be confirmed in writing by ESTRO.

### 13.3. Prices

- a. All prices are expressed in Euros, excluding VAT and other taxes, duties and other charges, which remain due by the customer.
- b. Prices are based upon the economical conditions, taxes or rights applicable at the moment of the offer, as well as on the prices of the suppliers and contractors.  
They are subject to modifications without any prior notice, in function of the variation of these elements, for any cause whatsoever.

### 13.4. Payment terms

Payments can only be made by wire transfer or credit card. Cheques or cash will not be accepted. For payments made by credit card, an additional amount of 2% of the total amount invoiced will be added to cover the commission fees charged by the payment service company.

ESTRO Terms of payment will prevail in any conflict between ESTRO and the terms of any Exhibitor acceptance.

- a) Unless otherwise agreed in writing and in advance, all invoices are payable 30 days invoice date, by bank transfer to the seat of ESTRO AISBL, without discount or retention.
- b) By non-payment of an invoice upon its due date, the immediate payment of any outstanding invoices shall be due.
- c) ESTRO AISBL reserves the right, after prior written notice, to suspend the provision of the services, in case of nonpayment of its invoice, without prejudice to any other right of action. A lump sum amounting to 15% of the unpaid invoices shall be added to any amount unpaid within 30 days as from the due date, without prior written notice, and with a minimum of € 125.
- d) Moreover, legal interests' rate + 1,5 % published by the *SPF Finance* will be applied without prior notice to all sums remaining unpaid 30 days as from the due date.
- e) The currency for all payments to ESTRO is euro €.

### 13.5. Complaints and termination

- a) Any claim shall be submitted by registered letter within eight working days after service delivery or upon receipt of an invoice.
- b) Each Claim shall include a detailed description of the breach.
- c) A Claim will never entitle the customer to terminate the contract.
- d) In case of severe breach by the customer of a clause of the present terms or of the particular terms, including the nonpayment of an invoice on the due date, or in case of serious threat to the financial health of the customer ESTRO AISBL will be entitled to terminate the contract without indemnity, 15 days after a registered mail with proof of receipt has been sent.
- e) In case of termination due to a gross negligence of the customer, ESTRO AISBL reserves the right to claim indemnification evaluated at 15% of the total amount ordered, without prejudice to its right to demonstrate that its damage is higher.

### 13.6. Confidentiality

- a) ESTRO AISBL agrees not to disclose:
  - a. Information, data, documents or any other element (material or immaterial) that the customer puts to its disposal in the scope of the services ordered;
  - b. Information collected by or at the occasion of the execution of the services, with the exception of information already in the public.
- b) ESTRO AISBL shall take all reasonable measures in order to avoid any disclosure of abovementioned information by its employees, contractors, partners or every other person working with ESTRO AISBL.
- c) If ESTRO AISBL must in the scope of the execution of the services disclose confidential information to third parties, it will take the necessary measures to impose the same confidentiality to this third party.

### 13.7. Intellectual Property

- a) Unless the contrary is confirmed in writing, ESTRO AISBL is the sole owner of any logo, website, text, illustration or other contained in its services, as well as of every copyright or any intellectual property related to these services, within the limit of rights owned by third parties.
- b) The Customer cannot copy, disclose, stream or sell, by any mean whatsoever, these data and to harm, directly or indirectly or through the medium of a third Party, and by any means, the copyrights and any other right owned by ESTRO AISBL
- c) Unless the contrary is confirmed in writing in an agreement, all copyright and intellectual property will at all times remain vested in ESTRO AISBL. The customer is licensed to use the materials only within the framework the contract and for a defined limited period. Any imitation or reproduction without written authorization is strictly forbidden. Consequently, the buyer acknowledges that ESTRO AISBL reserves the right to reproduce identical or similar materials to other clients.
- d) The use of the ESTRO name, acronym, logo, and/or the Event brand in conjunction with Exhibitor's events, advertisements, promotional materials/activities, endorsements, statements, contents and/or awards of any kind without the expressed written consent of ESTRO is strictly prohibited.
- e) The use of data communicated by or belonging to ESTRO in conjunction with advertisements, promotional material or activity, participants, endorsements, statements, contents and/or awards of any kind without the expressed written consent of ESTRO and in line with the GDPR is strictly prohibited.

### 13.8. Liability

- a) ESTRO AISBL executes the services and handles the items handed over by the customer within a due care obligation.
- b) ESTRO AISBL cannot be held responsible for any loss or damages to items entrusted to them, regardless of the shipping method, even when the transport is paid by the customer.
- c) ESTRO AISBL cannot be held liable for any direct or indirect, material or physical, damage suffered by the client or any third party and arising from the execution of the services.
- d) Notwithstanding the above-mentioned clause, if the liability of ESTRO AISBL is proven, this liability would be limited to the charges for the relevant service.

### 13.9. Force Majeure

- a) ESTRO AISBL reserves its right to suspend the provision of services when circumstances occur, which are unpredictable and make the normal execution of the services harder or impossible occur.
- b) Shall be considered as unpredictable events: war, mobilization, invasion, public disorder, embargo, strikes, riots, lock-outs, epidemic diseases, quarantine, damage of machinery, fire, explosions, interruption of energy and other raw materials, restrictions or any other interdiction caused by the State, the weather conditions, floods, or significant price increases,...
- c) Delays or non-execution of the Services causes by such cases of Force Majeure shall not give right to any indemnification.



- d) Should the events of force majeure persist for a continuous period higher than three months; each party will then be entitled to ask for the termination of the Agreement, without breach and indemnity, by notice in writing and by registered mail.

### *13.10. Miscellaneous*

- a) When ESTRO AISBL finds it necessary or desirable ESTRO AISBL reserves the right to sub-contract the execution of the services to third parties.
- b) If any clause of these general terms and conditions becomes void or unenforceable by force or operation of law, the remaining clauses shall remain valid and enforceable.

### *13.11. Governing law and Jurisdictions*

- a) These General Terms and Conditions are to be construed in accordance with, and governed by the laws of Belgium
- b) In case of dispute, ESTRO AISBL shall have the right to proceed before the Courts or to choose for arbitration.
- c) When ESTRO AISBL chooses for the Courts, only the Brussels courts shall have exclusive jurisdiction.
- d) Notwithstanding the foregoing, ESTRO AISBL shall have the right to proceed before the Courts of the seat of the Customer.
- e) In case of Arbitration, it will be held in Brussels. The Cepani Rules will be applicable.
- f) The language of Arbitration shall be decided by ESTRO AISBL and shall in all circumstances be the French, Dutch or the English language.

## **14. Use of Space**

All booth activities and content must:

- provide educational information related to the field of (radiation) oncology and match the educational mission of ESTRO.
- be constructed in accordance with the guidelines, provisions and limitations contained in the exhibitor's manual and annex.
- Receive the prior approval of ESTRO

Booth decorations must be professional. Nothing may be taped, posted, nailed, screwed or otherwise attached to columns, walls, drape, floor or any interior or exterior surface of the exhibition hall.

ESTRO shall have full authority for approval of arrangement and appearance of items displayed and reserves the right to restrict the operation of, or evict completely, any booth or display which, in its sole opinion, detracts from the general character of the exhibition. ESTRO will not be held liable for any costs that may be incurred by the Exhibitor.

## **15. Booth occupancy**

Booths must be fully operational and staffed during the official exhibition hours, including the networking evening (official opening of the exhibition).

Booths or part of it must not be dismantled before the official conclusion of the exhibition.

Exhibition space presenting no booth structure by **Thursday 2 April 2020 at 15:00** will be reassigned for any such purpose or use as ESTRO may see fit, with no possibility for refund to the Exhibitor.

## 16. Liability & Public Policy

It is the Exhibitor's responsibility to comply with all Venue / local laws and regulations pertaining to health, fire prevention and public safety.

If inspection indicates that any Exhibitor has neglected to comply with these regulations, ESTRO reserves the right to remove all or such part of the booth as may be irregular, at the Exhibitor's expense.

No part of the building or equipment rented shall be defaced in any manner. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Exhibitor, who will be required to indemnify ESTRO and his contractors against any claim arising from such damage. The Exhibitor must, at his expense, maintain and keep in good order his booth and the space for which he has contracted. ESTRO and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as Exhibitor's space, materials, operation or staff is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances and regulations regarding his booth or display, they should communicate directly with ESTRO.

Neither ESTRO nor their subcontractors shall be responsible for the safety of the Exhibitor, the Exhibitor's staff, temporary staff or booth. The Exhibitor is therefore required to take out his own insurance against loss, damage, injury and third-party liability.

## 17. Security

A security service is provided to deny the access to the exhibition hall to anyone not wearing a conference official badge or not authorised by ESTRO or the Venue.

The security service supplied does not guarantee Exhibitors against loss, neither does it imply an assumption of liability for Exhibitor's property by ESTRO. In general, security will work as follows:

- Access to the exhibition hall and conference facilities is strictly prohibited outside exhibition and conference opening hours.
- Appropriate official badges must be worn at all time to access the exhibition hall.
- Protection of Exhibitor's property is the responsibility of the Exhibitor.
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Set-up and dismantling are vulnerable times which can result in the loss of Exhibitor's property. It is recommended that exhibition material is carefully safeguarded, and that Exhibitors have adequate insurance against losses.

All organizers, contractors, exhibitors and their staff must wear safety vests and closed in shoes whilst on the loading dock, service road or in the exhibition hall during the construction, bump in and bump out of events. Vehicle drivers and offsideers, or passengers utilizing the service road or dock areas who intend to exit their vehicle are required to wear a safety vest or approved hi-visibility clothing for safety purposes.

## 18. Occupational health and safety

Occupational health and safety standards will be strictly enforced by the organizers and the venue. All aisle ways and/or fire exits must not be obstructed in any way.

It is the responsibility of all exhibitors to ensure that their employees, suppliers and subcontractors comply with all relevant health and safety regulations and that they have a current Occupational Health and Safety Policy.

## 19. Public liability insurance

Exhibitors are required to insure their stand and work areas are covered under a public liability insurance and provide a Certificate of Currency to the conference organizer. The Certificate of Currency must be provided no later than four weeks prior to the commencement of the move-in of the exhibition. Exhibitors must ensure all contractors, sub-contractors and other entities working on their display have similar and appropriate insurance coverage.

## 20. Catering

The official catering company has strict exclusivity on all kind of food and beverage provision at the Venue.

- All food & beverage required for the event shall be exclusively provided by the in-house F&B department of the Venue.
- External caterers are not allowed to operate on the premises of the Venue.
- The Venue reserves the right to remove any catering and/or related products. Failure to comply with the Venue' F&B policy will result in catering levy in addition to any other damages to which the Venue may be entitled.
- Exhibitors are not allowed to bring in their own catering and/or other catering equipment/ product, unless with the written approval from the Venue.
- The Exhibitor may provide participants to the Event with food and beverage as long as it is offered inside the perimeter of the Exhibitor's own booth and with prior approval of ESTRO and the Venue.
- ESTRO reserves the right to prohibit or remove any food or beverage which, in its sole judgment, is not appropriate to the overall character of the Conference.

## 21. General cleaning and waste

ESTRO will take care of the general cleaning of the aisles and public areas in the exhibition hall during the exhibition opening times. Exhibitors are responsible for cleaning their own booth and disposal of waste generated before, during and after the event. Failure to comply with this procedure shall render the Exhibitor liable for the cost of clearance by the organizer or its contractor. Unattended waste left in aisles during exhibition opening hours will be removed and the related service will be charged to the exhibitor concerned.

## 22. Exhibitors activities and promotional, distribution and display of material

Exhibitors promotional activities and/or promotional material distribution or display require the written acceptance of ESTRO, are limited to the perimeter of the Exhibitor's booth and must provide educational information related to the field of (radiation) oncology.

Meetings, social functions or any special event planned by the Exhibitor during the ESTRO conference (this includes the ESTRO pre-meeting courses and workshops):

- require the prior written acceptance of ESTRO
- must not be held in the same place as any ESTRO activity
- must not be held during the scientific program of the ESTRO Event or during ESTRO activities (this includes the pre-meeting courses and workshops). Please refer to the dates and timing specified in the conference exhibitors' manual.

ESTRO shall have full authority to discontinue any function not meeting this rule and will not be held liable for any costs incurred by the Exhibitor.

## 23. Audio and visual activities

The use of lighting, IT and AV material is acceptable as long as no disturbance is caused and only within the confines of the stands. Lighting must be directed towards the interior of the stand.

The production of music and/or sound requires the written acceptance of ESTRO, is limited to the perimeter of the Exhibitor's booth and must be directed towards the interior of the stand.

If ESTRO judges that a disturbance is being caused, the Exhibitor will be required to lower or halt the activity immediately. Licensing for copyrighted work is the sole responsibility of the Exhibitor.

## 24. Satellite symposium

### *24.1. Eligibility*

To obtain permission to hold a satellite symposium during the ESTRO Event, the company must be registered as Exhibitor at the ESTRO Event and meet the Rules and regulations and requirements stipulated in the exhibitors' manual.

ESTRO reserves the right to reject any proposal that is not considered as appropriate to the Event or does not comply with the criteria set forth in the rules and regulations and exhibitors' manual.

### *24.2. Satellite symposium contact*

The company will provide ESTRO with the name of one person who will be responsible for the organization of the satellite symposium. If several people are responsible for various aspects of the symposium, the company must inform ESTRO accordingly. If an agency is appointed to manage and organize the satellite symposium, the company must inform ESTRO and provide the agency name and contact person details. Only official agency representatives will receive information material from ESTRO.

### *24.3. Speakers*

A conference speaker invited to speak at a satellite symposium cannot be financially supported by the inviting company in any way and it will be the responsibility of the satellite symposium organiser to ensure that this is the case.

The speaker cannot speak on the same subject at the main conference and the satellite symposium. As the main conference programme comes first, it is the responsibility of the satellite symposium organiser and of the speaker to ensure that this overlap does not occur.

### *24.4. Promotional activities*

ESTRO encourages independent promotion of approved symposia, with prior written approval of ESTRO and in line with the GDPR (General Data Protection Regulation).

Onsite promotion of the satellite symposium will be strictly restricted to the company's booth.

### *24.5. Disclaimer*

ESTRO will ensure that satellite symposia are clearly distinguished from the Event scientific program. Also, it is the responsibility of the Exhibitors organizing a satellite symposium to use appropriate disclaimers in symposium advertising and programme materials so that a clear distinction is made between the industry satellite symposia and the conference scientific programme.

## 25. Advertising – Sponsoring

To obtain permission to apply for sponsorship or advertising, the company must be registered as Exhibitor at the ESTRO Event. Advertising or sponsoring of any kind requires the prior approval of ESTRO. This restriction also applies to the placement of signs.

## 26. Photography, videotaping and recording

All photographing, filming, taping, recording, reproducing, imaging, or capturing in any medium of the Event or content, material, presentation, symposia, attendees, exhibition, exhibitors, booth, products, including any display or equipment, is strictly prohibited without the prior written consent of ESTRO and must be in line with the GDPR. Capturing is restricted to ESTRO and only the official ESTRO photographer or other ESTRO authorized persons may perform capturing in the exhibition hall or anywhere in or on the Conference Centre property.

With written consent from ESTRO, Exhibitors may conduct limited photography or video activity of their own products within their own booths. To obtain such consent, Exhibitor must submit their request to [hyilmaz@estro.org](mailto:hyilmaz@estro.org) together with a written plan and schedule of capturing.

## 27. Presence on another Exhibitor's booth

Exhibitors are not allowed onto the booth of another exhibiting company unless invited.

## 28. Agreement to Rules and Regulations

The Exhibitor, for himself or itself, his or its employees, or "designated representatives" ("designated representatives" to include but is not limited to agents, part time personnel, contractors), agrees to abide by the foregoing Rules and Regulations and those requirements and specifications provided in the conference exhibitors' manual, Venue rules and regulations and by any amendments and additional rules that may be put into effect by ESTRO.

## 29. Violation of Rules and Regulations

In case of violation of any part of the Conference Rules and Regulations, ESTRO as full authority to request to the Exhibitor the total amount of the service concerned plus a minimum 10,000€ penalty. Reiteration by the Exhibitor may result in the expulsion of the Exhibitor from the exhibition hall at the Exhibitor's cost with no eligibility for refund and eviction from participating in future ESTRO events.

## 30. Amendment and additions to rules

All exhibition matters and questions not covered by the ESTRO Rules and Regulations are subject to the decision of ESTRO. ESTRO Rules and Regulations may be amended at any time by ESTRO, and all amendments shall be equally binding for all parties. In case of a dispute, the ESTRO Rules and Regulations take priority.