

ESTRO 38 Registration Policy

Registration for and participation in ESTRO 38 are subject to this Registration Policy. By submitting your registration for ESTRO 38, you will be considered to have agreed to this ESTRO 38 Registration Policy.

Interpretation

'ESTRO 38' means the 2019 annual meeting organized by or for ESTRO (European Society for Radiotherapy and Oncology) from 25 till 30 April 2019 at Milano Congressi Piazzale Carlo Magno, 1, 20149 Milano MI, Italy.

Registration Eligibility

ESTRO 38 is open to representatives from ESTRO Users (that is, ESTRO shareholders, Sub-members and other eligible ESTRO users), representatives from Exhibiting companies and other persons invited or approved by ESTRO. The individuals participating to ESTRO 38 are hereinafter referred to as 'participants' or 'delegates'.

Procedure

Registrations can be made in advance online via the official ESTRO 38 registration website and onsite at the dedicated registration desks.

ESTRO acknowledges receipt of registrations. As a principle, registrations are processed on a first come, first served basis. Once capacity is reached, any further registrations are put on a waiting list. ESTRO will promptly notify the persons whose registrations could not be accepted. In any event, confirmation of registration is conditional upon full payment.

Username and password

In order to register to ESTRO 38, you will need to create an account. This will allow you to determine your own privacy settings (in accordance with the ESTRO 38 Privacy Statement).

In any case, you are entirely responsible for maintaining the confidentiality of your password and account, as well as for any and all activities that occur under your account.

In addition, you agree to notify ESTRO immediately of any (suspected) unauthorized use of your account or any other breach of security. ESTRO will not be liable for any loss that you may incur as a result of someone else using your password or account.

Registration Fees

ESTRO 38 registration fees are as set out on the official ESTRO 38 registration website www.estro.org.

The registration fee for a participant includes participation in the conference and access to the exhibition.

Registration fees and any other related fees and charges are VAT included.

Indirect taxes/ Withholding taxes

For the correct application of withholding tax or indirect tax rules, similar but not limited to VAT, GST or Sales tax, the Customer is deemed to be located at the place of the "Company details" as reported on the ESTRO 38 Registration form (i.e. "the Customer"). Upon specific request, the invoices can be sent to the place indicated under "Invoice details". The billed entity remains however the "Company details" entity.

All fees for "Non On-site" services such as, but not limited to on-line advertising, ESTRO 38 Tools are deemed to be provided at the place of the "Company details" and will be subject to the rules defined by the European VAT Directive EC/2006/112.

Fees and charges are net of any local taxes applicable in the country of the Customer, such as, but not limited to (when applicable) VAT, GST, Sales tax, withholding tax or any similar tax of any nature whatsoever. All present and future Customer's local taxes, as well as fines and/or penalties and/or interest assessed directly or indirectly on such amounts (if any) which may apply to fees or charges due for or in connection with the Conference, will always (even retroactively) be borne by the Customer. The Customer is solely responsible for paying any such local taxes in addition to applicable ESTRO fees and charges. ESTRO cannot be held responsible for seeking any refund of such local taxes, and will not initiate any procedure to that effect."

Payment Method

ESTRO accepts payment for ESTRO 38 registration by credit card or electronic transfer. If you prefer to pay by electronic transfer, please indicate your intention to do so by using the appropriate section on the official

ESTRO 38 registration website. A pro forma invoice with relevant payment instruction details will be sent to you via a link in your confirmation email.

Cancellation of Registration

A full refund of the registration fee minus handling charges of 15% may be obtained up to 3 months before the meeting. Between 3 months and 1 month before the meeting, the refund will amount to 50% of the fee. No refund will be possible if the cancellation is postmarked after 26 March 2019.

Insurance

ESTRO does not accept liability for individual medical, travel or personal insurance. In the event of unforeseen or serious circumstances beyond its control, ESTRO shall be entitled to cancel or modify the dates of the event. Delegates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a cancellation or change. All delegates are urged to take personal travel insurance.

ESTRO will not be liable for any theft or damage to property and/or persons caused on site during the Congress, by any factor whatsoever, unless there has been a fault, intent or deliberate recklessness on the part of ESTRO. ESTRO shall not be held responsible in the event of poisoning or food intoxication during the event.

Event Rules and Regulations

Whilst participating in ESTRO 38, you are required to comply with any policies or directions (such as but not limited to security, health, and safety regulations) in force at the time of the event, given by or for ESTRO or any other relevant third party, including the person responsible for the premises where ESTRO 38 takes place or any competent authority. You must wear your badge at all times. Your badge is strictly personal and may not be transferred to another person or modified.

ESTRO accepts no responsibility for any belongings you may bring to ESTRO 38. Bringing such belongings is at your own risk.

Lead Retrieval Device

Exhibiting companies can order separately a Lead Retrieval Device that allows them to scan badges of ESTRO 38 participants as to obtain reports on attendance.

This device is licensed to the Exhibiting companies for the purpose of scanning ESTRO 38 participants' badge only on their stand location or during their satellite symposium session. The Exhibiting companies are not authorised to use the device in any other area, such as in conference rooms and public areas.

Scanning of your badge by an Exhibiting company should always be done with your express consent.

By scanning your badge, the Exhibiting companies will collect your first name, family name, institution, location and e-mail address. This information should only be used by the Exhibiting companies for the purpose of evaluating attendance and to present their products and services directly to you by e-mail.

The ESTRO 38 Tools

Subject to the ESTRO 38 Registration Policy, you will receive access to the ESTRO 38 app. These ESTRO 38 App will be made available to all ESTRO 38 participants, speakers, ESTRO 38 Media Partners, and Exhibiting companies and include:

- o the ESTRO 38 Badge
- o the ESTRO 38 Content repository
- o The ESTRO 38 Mobile Application (ESTRO 38 App).

The ESTRO 38 Tools are made available to you for networking, preparation and planning of the event, and follow-up purposes. The ESTRO 38 Tools allow you in particular to contact and exchange information with other ESTRO 38 participants and exhibitors. By using the ESTRO 38 Tools, you hereby agree to abide by Terms of Use of ESTRO 38 Mobile Application. In particular, you agree (i) not to use these ESTRO 38 Tools or any other related products and services for any other purposes and (ii) to comply at all times with any applicable terms of use as notified to you by ESTRO.

WIFI

In addition to the ESTRO 38 App, ESTRO will allow you to access and use the free Wifi of the conference centre. You are required to use the WIFI legally, professionally and in accordance with the Wi-Fi Acceptable Use Policy, in a way that would not violate the right of any third- party or create any interference on the network.

Photographs and videos

ESTRO reserves the right to photograph and videotape all ESTRO 38 spaces (for the exception of the exhibition space as it is not allowed to take pictures of specific brands and/or products displayed) and participants and to use and license such photographs and videos for a duration of three years in any internal and external communication referring to ESTRO 38, such as on its websites and intranet, on the ESTRO 38 App, ESTRO 38 Programme, Final report, and in its annual reports as well as on social media channels such as Twitter, Instagram, LinkedIn, Facebook or YouTube for advertising, promotional or other commercial purposes related to ESTRO's business, products or services.

You hereby consent to such uses and irrevocably transfer and assign to ESTRO the right, title and interest in and to the photographs and videos pertaining to you and any modified forms, reproductions or compilations thereof, including the unrestricted right to publish or reproduce and to license the publication and reproduction of your image. In addition, you expressly recognize that the use of your image (including any reproduction or publication of your image) by ESTRO, as explained above, is authorized free of charge and therefore excludes any subsequent additional request for compensation on a later date.

Speakers

At ESTRO 38, as a speaker, you agree to comply at all time with the Code of Conduct as provided hereunder.

Video

By accepting to be a speaker at ESTRO 38, you agree that ESTRO records your sessions and uses and distributes the video for commercial purposes as further specified under the photographs and videos section here above.

Rating

Any ESTRO 38 participant using ESTRO 38 app can rate the sessions and speakers. The rating results will be aggregated and processed by ESTRO for statistical purposes. The average result from all rating per session and per speaker might then be published through the ESTRO 38 reports.

Attendees

The event that you have registered for might be subject to export control, sanctions or other legal restrictions. ESTRO aims to comply with all laws and regulation applicable to it and therefore reserves the right to withhold acceptance of your registration based on restrictions arising from any EU sanctions regulations. By registering to this event you acknowledge that it is your sole responsibility to be in compliance with any sanctions and export control regulation that is applicable to you and ESTRO hereby disclaims all liability for your non-compliance with abovementioned law and regulation.

Indemnity

You acknowledge and agree that you will indemnify ESTRO against any damages incurred by ESTRO as a result of a third party claim arising from your ESTRO 38 registration or participation, except to the extent such damages were directly caused by ESTRO.

Liability

ESTRO's potential liability in connection with ESTRO 38 (whether in contract, tort or otherwise) is limited to the total amount of your registration fee. Furthermore, any claim for indirect, special or consequential loss or damage of any kind or for any loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, interruption of business or claims of other parties or other similar pecuniary loss howsoever arising, even if ESTRO has been advised of their possibility, is expressly excluded.

To have a valid claim against ESTRO relating to your ESTRO 38 registration or participation, you must notify ESTRO within six months after the ESTRO 38 ending date. You agree to exonerate ESTRO from any liability relating to claims notified after that time limit.

Intellectual Property

The ESTRO 38 Tools contain proprietary materials of ESTRO or of its suppliers. All rights reserved. Any and all rights, including title, ownership rights, copyright, trademark, patents, and any other intellectual property rights of whatever nature, in the services or products described in these ESTRO 38 Tools, including any associated processes or any derivative works, will remain the sole and exclusive property of ESTRO and/or its suppliers.

Trademarks

ESTRO is the trade name of European Society for Radiotherapy and Oncology.

ESTRO, the ESTRO logo, ESTRO 38, are registered trademarks of ESTRO. All other product or company names that may be mentioned on the ESTRO 38 Tools are trade names, trademarks, or registered trademarks of their respective owners.

Code of Conduct

ESTRO values and encourages freedom of expression. To maintain a right balance between such freedom of expression, and potential abuses of the ESTRO 38 Tools, you agree to:

1. always respect ESTRO's name, reputation, goodwill and other business assets when using the ESTRO 38 Tools.
2. ensure that any content that you make available does not infringe the rights of ESTRO, another user, or any third party.
3. in particular, refrain from infringing any intellectual property rights, privacy and data protection laws, confidentiality commitments, trade or business secrets, banking secrecy, or other laws when using the ESTRO 38 Tools.
4. refrain from making any statements that would be insulting, threatening, libellous, obscene, offensive to religious, political or ethical beliefs, discriminating or racially oriented, or otherwise infringing any applicable legislation or third party rights.
5. refrain from making any statements that would be disrespectful, misrepresenting, or otherwise harmful to ESTRO, another user, or any third party.
6. refrain from discussing topics with competitors that could give rise to competition law issues (such as price-fixing or market allocation agreements), and always conduct discussions with competitors in accordance with applicable antitrust regulations.
7. refrain from using the ESTRO 38 Tools to participate in or send contests, pyramid systems, or chain letters.
8. refrain from sending or posting unsolicited e-mails or internal messages (spam) to other users (without their explicit consent).

ESTRO does not proactively monitor (neither before nor after publication of content) whether the content posted by users complies with the present Code of Conduct and the Terms of Use of estro.org & ESTRO 38 Mobile Application. ESTRO may however investigate at any time whether there are no cyber security incidents.

Although ESTRO may occasionally verify compliance with the Terms of Use of estro.org & ESTRO 38 Mobile Application, you agree that ESTRO does not have a general obligation to monitor content posted on the ESTRO 38 Tools, nor to actively seek facts or circumstances indicating illegal activity or content.

Privacy

ESTRO is committed to protecting your privacy needs. Please read in this regard the ESTRO 38 Privacy Statement which applies to the processing of your personal data related to your registration.

Links to and from other websites

The ESTRO 38 Tools may contain links to other websites, which are not controlled or maintained by ESTRO. Please note that ESTRO is not responsible for the content of those sites. The inclusion of such links does not imply any endorsement of these sites.

Additionally, websites may also contain links to estro.org. ESTRO does however not take any responsibility for the content of the concerned websites as it is not able to examine the entire content of these websites.

Social Media

ESTRO supports the use of social media. However, any third-party content posted through social media channels maintained by ESTRO should not be taken as an endorsement of such information.

Links to websites and other resources operated by parties other than ESTRO ("Third- Party Information") are provided solely as a convenience to the user. The perceptions, opinions, beliefs, and attitudes expressed through social media websites and other public forums are those of employees, related individuals, and other participating users of our websites, and are not necessarily aligned with the policies, standards, and practices of ESTRO, its stakeholders or partners.

These social media sites are available for and intended to encourage public dialogue and are, as such, provided for outreach and informational purposes only.

ESTRO Contact details

ESTRO with registered address at rue Martin V, 40, Belgium. Telephone+32 2 775 93 40 Email: info@estro.org
VAT: BE0432.894.370 - Italian VAT: 00210489993

Applicable Law and Dispute Resolution

This Registration Policy and, more generally, all matters relating to registering for or participating in ESTRO 38 shall be governed by Belgian law and, as regards any claims against ESTRO, you agree to submit to the exclusive jurisdiction of the competent court of Brussels, Belgium.