

EUROANAESTHESIA 2018

Guidelines and Regulations

Code of Practice between Euroanaesthesia and Commercial Organisations

Euroanaesthesia is an important international event with thousands of participants. It is a venue for the presentation and exchange of up-to-date scientific data and brings together specialists from many countries. It is also an opportunity for commercial companies involved in healthcare to meet with practitioners and specialists in the field. Without the support of pharmaceutical and medical equipment companies the annual meeting would not be possible in the present form. The contribution from companies is therefore welcomed by ESA.

Healthcare is under public scrutiny. The relationship between science and commerce at these medical scientific meetings must be balanced and professionally managed. This responsibility lies equally with individual delegates, ESA as organiser, and the participating commercial organisations. ESA has adopted a "Code of Practice" for the commercial organisations participating at Euroanaesthesia. The commercial organisations who take part in meetings under the jurisdiction of the ESA should plan and conduct activities which will enhance the scientific objectives of the meeting. Commercial activities should not exceed what is deemed acceptable. The following guidelines represent the code of practice adopted by ESA and are applicable to commercial organisations participating at Euroanaesthesia meetings.

Exhibition Stands

The exhibition stand is an important site for commercial organisations to meet doctors and present products. Exhibition stands should allow the company to show and display information relevant to both the company and its products, and other scientific information that the company may choose to disseminate. Activities not related to the practice of medicine are not appropriate under this code of practice. The exhibition stands will be monitored by ESA. Detailed rules and regulations concerning stand construction and dismantling are available in the Exhibitor Manual. Please also refer to the congress centre's rules and regulations for exhibitors.

Product Disclaimer

Exhibition of a product or service does not constitute an endorsement by the European Society of Anaesthesiology nor by ESA.

Assignment of Space

ESA Partners have priority choice for booth space until 15 September 2017. Booking forms received by ESA before 16 October 2017 will be dealt with according to the Euroanaesthesia Accrued Point System. Bookings received by ESA after this deadline will be dealt with on a first-come first served basis.

Noise

Exhibitors may not make noise that could be heard outside the exhibitors' assigned space and cause problems for attendees or other exhibitors. ESA reserves the right to require exhibitors to discontinue any activity that ESA deems annoying or disruptive to others. Live presentations at the stand are not permitted without prior approval from ESA. "Meet the expert" sessions at an exhibitor's stand are not allowed during the official scientific programme. Meet the expert sessions during coffee breaks are acceptable as long as the presentation is not disruptive or annoying to others. Plans for such sessions must be submitted to the ESA for prior approval.

Give-Aways and Distribution of Printed Materials

Give-aways and printed material may be distributed only in the space reserved for the exhibitor in the exhibition hall, in hospitality suites, or at industry sponsored satellite symposia / workshops. Materials may not be distributed in any hotel reserved by ESA for the congress delegates unless it is done in cooperation with ESA and the local hotel agency. Companies may only offer gifts, preferably of educational or scientific value, with a maximum value of €20. Gifts with a value equal to or lower than €120 are allowed but must relate to the Healthcare Professional's practice, benefit patients or serve a genuine educational function. Gifts must not be given in the form of cash. Product identification is permitted on give-aways. Exhibitors are invited not to give away items that are similar to officially sponsored items.

Lotteries

Contests such as lotteries and raffles are subject to the code of conduct for healthcare industry regarding promotional activities and must be submitted to the ESA for prior approval. The prize should be useful to the delegates for medical professional use. No pictures or brand names are allowed to promote your raffle and/or lottery.

Exhibitors' Participation in Euroanaesthesia

Registered exhibitors cannot attend Euroanaesthesia scientific sessions. Exhibitors who wish to attend any scientific session must apply and pay for regular delegate registration. Exhibitors will receive several complimentary exhibitor badges and congress bags based on the size of the exhibition space.

Space Integrity

Exhibitors may not publicise, distribute, canvass, display, carry out activities or demonstrations, or distribute materials or inducements, outside the space assigned to them. ESA may refuse applications from companies that do not meet standard requirements or expectations and reserves the right to curtail or close exhibits, wholly or in part, that reflect unfavourably on the character and the purpose of the meeting.

Public Relations

The participant shall not disclose inappropriate information or use any technical or confidential information regarding the business or affairs of the organiser or any of the other participants of the event acquired by way of the participant's contract to participate in the event.

Press Conferences organised by commercial organisations participating at Euroanaesthesia meetings may not be organised during times of the official scientific programme, and not in the congress centre without prior approval. These times include the time for abstract viewing and the annual meeting of the General Assembly. No press activities may be organised during the opening ceremony and opening reception.

Publicity and Advertising

The Euroanaesthesia meeting logo is only used in official congress publications, at events, or in publications officially organised, or approved, by ESA. The congress logo may, however be used on invitations for official sponsored satellite symposia held at the congress centre. Otherwise, use of the ESA name and/or logo and/or the Euroanaesthesia meeting logo in any fashion, by any commercial entity, or for any purpose, is not allowed without prior written permission from ESA. This also applies to any publication made after the congress.

Advertising in Euroanaesthesia Preliminary and Final Programme

Please request format and specs from the External and Corporate Relations Manager. Please note that the organiser reserves the right to withhold

publishing of advertisements that arrive late and/or fail to comply with above mentioned guidelines. To ensure that there is enough time for any necessary revisions of your advertisement we strongly recommend that the deadlines are respected.

Organising an Industry Symposium or Workshop

Industry symposia & workshops must be organised at the congress centre at times offered in the Corporate Prospectus. Companies organising an industry symposium or workshop outside the congress centre during the duration of Euroanaesthesia will be banned from participation at the two following Euroanaesthesia. The organiser shall not cover the costs arising from the audio-visual extras; invitations, travel, accommodation or registration fees for any party concerned; or any such cost as yet undetermined.

Submitting the Workshop or Symposium Programme

The title and names of chairperson and speakers must be submitted to the chairperson of the Scientific Committee for approval. The final structure of the symposium or workshop must be submitted in writing to the ESA at least 12 weeks before the event.

Advertising the Workshop or Symposium

Advertisement for your event is included in the fee. The advertising includes one complimentary ad in the Final Programme, listing on the congress website iplanner and in the Final Programme as well as the opportunity to display a pull-up banner in the registration area. The banner can be produced by ESA at your own costs or provided by you.

For the complimentary advert in the Final Programme will be inserted with "industry symposia and workshops". Please note that all workshops and symposia adverts should focus on the content of the event and need to be submitted by 20 April 2018 – specs to be requested from External and Corporate Relations Manager. The pull-up banner is printed at your own cost in portrait 1000mm x 2000mm. Please provide a digital image with a minimum resolution of 72 dpi real size (100%). To ensure that logos etc are printed in the correct colour, please provide PMS/Pantone numbers.

Absolutely NO material inducement or publication of a reward may be offered to attend the symposium or workshop. Delegates may be sent dedicated communications inviting them to attend but there should be no reward for attending. Other

advertising for symposia or workshops must to be confined to the company's exhibition booth.

Guidelines for social events

The social programme is an important part of Euroanaesthesia. Participants from different countries welcome the opportunity to socialise outside the scientific programme. Participating commercial organisations are reminded that social events must not be arranged for delegates during the scientific programme (including the industry symposia & workshops), the Opening Ceremony or Welcome Reception which are held on the first day of the congress.

Transport to social events may not leave the congress during the official programme.

1. Terms of Reference

In these Terms and Conditions the following definitions shall apply:

1.1. "Contract" shall mean the contract established between the exhibitor, sponsor, and/or advertiser, and the organiser upon the exhibitor, sponsor and/or advertiser accepting the offer of the organiser to participate, upon these terms and conditions, in the event.

1.2. "Event" shall mean the Euroanaesthesia 2018 congress and exhibition, Copenhagen, Denmark 2-4 June 2018.

1.3. "Exhibition" shall mean the exhibition forming part of the event.

1.4. "Exhibition Centre" shall mean the Bella Center, Copenhagen, Denmark.

1.5. "Exhibition space" shall mean any space in the exhibition centre licensed to the exhibitor by the organiser for the purpose of the exhibition and shall include shell (ready stand) scheme and non-shell (raw) spaces.

1.6. "Participant" shall include exhibitors, sponsors and advertisers, the person being described as such in the application form and all employees and agents of such person and shall, if applicable, also include permitted sub-licensees of the exhibitor.

1.7. "Exhibitor's Manual" shall mean the manual supplied by the organiser to the participant, which contains information relating to the exhibition and the exhibition space.

1.8. "Fees" shall mean the amount payable for the use of the exhibition and advertising space and sponsorship of the opportunities listed in this prospectus.

1.9. "Organiser" shall mean ESA Administration Conference Services SPRL (ESA).

1.10 "Exhibition centre operator" shall mean the owner/proprietor operator/manager of the exhibition centre.

2. Eligibility for Conditions of Participation

2.1. The organiser has absolute discretion in the admission of participants and reserves the right to decline any application without giving any reason.

2.2. The participant shall, to the extent appropriate, observe and comply, without prejudice, with the rules and regulations of the exhibition centre. Certain of the provisions therein are summarised, for exhibitor's reference, but they shall not, under any circumstances, be construed as limiting the obligations of the exhibitor to observe and comply with all applicable rules and regulations of the exhibition centre.

3. Application for Participation

All applications for participation shall be made on the prescribed order form. The order form shall be submitted to the organiser followed by the deposit for the rental of the exhibition space as stated in Terms of Payment and Cancellation Policy Page 5.

4. Exhibition Space Licensing and Allocation

4.1. Exhibition space is licensed to the Exhibitor for trade promotion purpose only for the duration of the exhibition. The exhibitor is not allowed to sub-license the exhibition space allocated to it, neither as a whole nor in part, without the prior written consent of the organiser. The exhibitor shall ensure that any such authorised sub-license comply with these rules and regulations and shall be responsible for any default of such sub-license.

4.2. The organiser has absolute discretion in allotting space in the exhibition and the location of raw space and ready stands. Floor space will be allocated according to the Euroanaesthesia Accrued Point System for bookings received before 30 October 2017.

4.3. The Euroanaesthesia Accrued Point System has been established in order to ensure that participation in Euroanaesthesia will earn companies priority according to the level of their involvement in the past 3 years. Points are given for

participation in the exhibition, sponsorships of symposia/workshops, advertisements, or any congress item.

4.4. Ready stands (shell scheme) are provided by the organiser's official contractor and are all erected according to a standard pattern. No variation of the standard carpeting, fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the organiser.

4.5. Plans, drawings, and design proposals for raw spaces must be submitted to the organiser and the exhibition centre for approval within the deadline given in the Exhibitor Manual.

4.6. Any exhibitor must comply with, and any of his stand design proposals conform to, the rules and regulations of the exhibition centre and those of any public authority or department of the Swiss government. The exhibitor shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities; licenses and the like as may be requisite to its participation in the exhibition.

5. Use of Exhibition Space and Safety

5.1. The exhibitor shall set-up to the exhibition space according to the arrangements and within the time limits specified by the organiser.

5.2. The official contractors nominated for the exhibition must handle movements of exhibits in and out of the exhibition centre. No exhibit will be allowed into or out of the exhibition centre without any official delivery order or clearance document. The costs of transporting goods to and from the exhibition centre, receiving, storing, decorating and removing its exhibits are to be born entirely by the exhibitor.

5.3. No exhibitor may alter or in any way affect the structure or fixtures of the exhibition centre. Exhibitors will pay the cost of making good any damages caused to the exhibition centre or fixture by themselves and/or their contractors or sub-contractors. The organiser reserves the right to refuse admittance to any visitor to the exhibition.

5.4. During the license period the exhibitor shall be responsible for the good conduct of its employees, servants and agents, contractors and sub-contractors who shall be bound by and must observe these terms and conditions in all respects.

5.5. The exhibitor's stand must be manned by an authorised and competent representative of the exhibitor at all times during the exhibition. This representative must be fully conversant in English, with the products and services of the exhibitor and shall be duly authorised to negotiate and conclude contracts for the sale of the exhibitor's products and services. Public auctions shall not be permitted in the exhibition at any time.

5.6. Counterfeit goods exhibited at the show will not be allowed and the organiser has the right without recourse to physically remove the items and close down the stand of the said exhibitor. The exhibitor will not have any financial claim against the organiser.

5.7. All exhibits and stand furnishings must be confined to the area of the exhibition space. Any advertising literature should be distributed from the exhibitor's own stand(s) only.

5.8. The use of laser products at the exhibition requires prior written approval from the organiser. Application for approval of such must be submitted no later than two months before the event.

5.9. No exhibitor shall in any way engage in filming, sound or video recording, any musical performance (including the use of pre-recorded music), telecasting and broadcasting unless prior written approval has been given by the organiser.

5.10. Repairs or alterations to the stand or display may only be carried out after the exhibition is closed to the public and with the prior agreement of the organiser.

5.11. No stands or exhibits shall be dismantled before the official closing time of the exhibition on the last day of the exhibition unless the organiser has given special permission.

5.12. All exhibits and stand material shall be removed immediately after the closing of the exhibition according to the time limits specified by the organiser. The exhibitor shall vacate and return the exhibition space to the organiser in as good and clean order as it was when initially licensed out. Any exhibits or stand materials left behind at the exhibition centre shall be deemed to be abandoned and shall be disposed of at the expense of the exhibitor concerned.

5.13. The organiser reserves the right at any time to order the alterations or removal of any stand which differs from the approved specifications or which

does not conform to the rules and regulations of the exhibition centre. The cost of such alteration and removal shall be entirely borne by the exhibitor.

6. Insurance & Liability

6.1. The exhibitor should ensure that there is in existence, prior to its seeking access to the exhibition centre, a valid insurance policy, covering (but not limited to) theft, fire public (including occupier's) liability, damage to property and effects, personal injury, consequential loss, pecuniary and pain and suffering damages occurred in any part of the rented premises and any such other risks and natural causes. This insurance policy shall provide an overall indemnity of not less than the equivalent of two and a half million euro (€ 2,500,000). The organiser shall be entitled to inspect any such insurance policy and receipts for premium at any time.

6.2. Companies involved in assembling and decoration of stands are required to have a previous credential, which implies the presentation of an insurance policy for civil and professional liability, covering damage caused in the premises or to a third party and possible damage due to stoppage of activities of the Bella Center, in the amount of €1 000,000.00.

6.3. The exhibitor undertakes to indemnify and at all times thereafter to keep indemnified the organiser, its employees and agents on demand against all claims, liabilities, losses, suits, damages, judgments, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by, the exhibitor or its contractors or sub-contractors.

6.4. All exhibits are brought to, displayed and removed from the exhibition centre at the exhibitor's own risk and should be safeguarded by the exhibitor at all times.

6.5. The organiser shall not be responsible for any error or omission relating to the exhibitor, its equipment, products or services in the listings in the exhibition's official directory, Final Programme or in any promotional material.

6.6. The organiser shall not be held responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as the result of the exhibition.

6.7. Neither party will be liable for any failure or delay in the performance of the Agreement which is caused by circumstances beyond the reasonable

control of the party concerned including without limitation acts of God, war or national emergency, acts of terrorism, strike, lock-out, fire, explosion, volcanic eruption and flood ("Force Majeure"), provided always that the de-faulting party uses all reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by Force Majeure.

6.8. The Organiser reserves the right to defer or to cancel the Congress (without liability to the Exhibitor) in the event of a Force Majeure.

7. Terms of Payment and Cancellation Policy

All signed application forms are irrevocable

7.1. All orders for Exhibition space received prior to 31 December 2017 will be paid in two installments: 50% deposit within 30 days of invoice date; the deposit secures your order 50% for the balance due on or before 31 January 2018.

7.2. A €150 administrative fee will be charged for each modification of an issued invoice. Please clearly mention the invoicing party on the order form and correct PO number.

7.3. Failure to pay cancels your reservation and invokes a cancellation charge.

7.4. For application forms received after 31 December 2017, the entire amount due will be invoiced directly. Payment is due within 30 days of the date of the invoice or sooner if indicated on the invoice.

7.5. Any late payment (i.e. receipt of money by organiser beyond the due date stipulated on invoice) will be subject to a penalty of 21% APR on the total amount invoiced. No participant will be allowed to participate or have access to the event should both of the payment installments not have been received by the organiser prior to the event and within the stipulated deadline.

7.6. For cancellations of stands received in writing prior to 31 December 2017, ESA maintains a cancellation fee of 50%.

7.7. No refunds will be issued for cancellations of stands received in writing after 31 December 2017. The organiser is free to assign the exhibition space to other exhibitors.

7.8. Full payment for symposium/workshops, sponsorship, publicity or meetings is payable within 30 days of receipt of invoice. No refunds will be

issued for cancellations of symposium/workshops, sponsorship, publicity or meeting. The organiser is free to assign the option to other exhibitors.

8. Waiver

8.1. No waiver by the organiser of any of the provisions of these rules and regulations or of any of its rights hereunder shall have effect unless given in writing and signed by the organiser.

8.2. The waiver by the organiser of any of these rules and regulations shall not prevent the subsequent enforcement of these rules and regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.

9. Termination of Participation

The organiser reserves the right to terminate without notice a participant's right to participate in the event upon occurrence of any of the following events:

9.1. If the participant or any of its representatives commits a breach of any of these rules and regulations; or

9.2. If the exhibition centre and/or the exhibition space becomes unfit for occupancy and use or the exhibition is cancelled; or

9.3. If the holding of the exhibition or the performance of this contract by the organiser is substantially or materially interfered with due to any cause or causes not reasonably within the control of the organiser; or

9.4. If the organiser believes that the participant is conducting an activity that does not conform to the nature and purpose of the event or if proper use is not being made of the exhibition space during the installation period or at any time during the term of the exhibition; or

9.5. If the payment of fees is not made by the participant in accordance with point 7; or

9.6. If the participant is, for any reason, unable to meet his contractual obligations.

In the event that a participant's right to participate in the event is terminated the participant shall have no claim for refund of any fees paid to the organiser.

Resume

The following codes will be adopted:

· The International Pharmaceutical Congress Advisory Association's (IPCAA) Code of Conduct, Medical congress Guidelines and Housing Guidelines

· The Code of Practice of the European Federation of Pharmaceutical Industry Association

· Eucomed: Code of Ethical Business Practice

These terms and conditions shall be governed by and construed in accordance with the laws of Belgium. Any disputes or claims arising out of or in connection with these terms and conditions shall be submitted to the courts of Brussels.