

APPLICATION FORM

EADV PATIENT SOCIETY VILLAGE

PLEASE COMPLETE AND RETURN THE FORM BY 15 JUNE 2019:

EADV Headquarters
Via Balestra 22 B - 6900 Lugano, Switzerland
Tel: +41 91 973 45 20
Fax: +41 91 973 45 30
E-mail: marina.binarelli@eadv.org

REQUIREMENTS:

- Participating organisations in the Patient Society Village must be not-for-profit patient organisations that demonstrate a charitable mission, are engaged in patient advocacy activities, and provide services and support for people with dermato-venereology conditions.
- Selected organisations are required to be present at their booth during the official Congress hours on Thursday 10 and Friday 11 October 2019.
- Patient Society Village representatives are responsible for arranging their travel and accommodation at own costs.
- Upon formal acceptance, recipients are committed to attend the Congress and be present at their booth. In case of inability to attend, they must immediately inform the EADV.
- Applicants will be informed of the outcome of their application by e-mail in July 2019. Free registrations are also subjected to confirmation.

PATIENT SOCIETY DETAILS

Society name _____
Contact person name _____
Address _____
Postcode _____ City _____
Country _____
E-mail _____
Phone _____

Representative (1) at the patient society village

Title _____ Name _____
City, Country _____
E-mail _____
Healthcare/Non-healthcare professional _____

Representative (2) at the patient society village

Title _____ Name _____
City, Country _____
E-mail _____
Healthcare/Non-healthcare professional _____

For transparency and to better understand your organisation, please tell us about the internal structure of your association and your relationships with third parties (e.g. funding, joint activities...)

STRUCTURE:

ACTIVITIES:

FUNDING:

European Academy of Dermatology and Venereology

General Terms and Conditions Patient Society Village

1. APPLICATION AND ACCEPTANCE

1.1 Application

The application for Patient Society Village activities at any of the EADV Events is valid only if the application is filed to EADV with the official registration form. The registration form must be filled in truthfully and diligently and is legally binding.

1.2 Binding Character

The registration form is an offer legally binding the Applicant. The signature and/or submission of the Applicant on the form certifies among other the knowledge and acceptance by the Applicant of the present General Terms and Conditions. The Applicant ensures that all persons in its employ or somehow under its control at the venue are thoroughly instructed on and abide all relevant portions of the present General Terms and Conditions.

1.3 Acceptance

EADV is not obliged to accept any application forms of any Applicants. EADV accepts forms only through EADV's written confirmations under the specific terms stated therein in writing. The contract between EADV and the Applicant is effective after the Applicant has been silent for the ten days following the date of EADV's written confirmation. Exceptional or additional contractual provisions bind the parties only if specifically agreed upon in writing.

1.4 Contract Components

Mandatory contract components are:

- The written confirmation from EADV,
- The exceptional or additional contractual provisions in writing, if any, and
- The present General Terms and Conditions.

In case of discrepancies, above a) has priority over above b) and c), while above b) has priority over above c).

Said components contain all of the covenants by and between the Parties with regard to their object. They shall replace any prior oral or written agreement between the Parties with regard to their object. The contract between the parties may be validly amended only in writing.

2. RIGHT OF REFUSAL

EADV reserves the right to refuse at any time any Patient Village activities to single Applicants among other for reasons of practicality or compliance with the relevant laws and regulations. EADV may limit participation to certain representative groups deemed imperative to the achievement of the intended purpose of the event. EADV reserves the right to refuse single exhibits or activities, in particular if not adequately related to the objective and purpose of the event. In particular EADV reserves the right to refuse presentation material and/or methods found to be unsuitable or undesirable to the event or to be harmful, disturbing or intolerable to the visitors of the event, even after admittance, at the responsibility and cost of the Applicant or presenting agency, and may, if warranted, order the removal or temporary storage of unauthorized exhibits or materials. In the afore mentioned eventualities, the affected parties forgo all rights to any claims against EADV.

3. ALLOCATION

EADV allocates any Patient booth locations primarily considering the effective availability and the date of receipt by EADV of the form of the Applicant. Special requests of the Applicant will be paid due attention in the context of the above criteria, but may not bind EADV.

4. CHANGES

4.1 Right to Change of EADV

EADV reserves the right to change at any time (the physical space of) any Patient Society Village activities on short notice even after

initial confirmation, if such physical space or activity contravenes laws and regulations, which are considered to be in full force and effect in the country where the EADV Event takes place, or if necessary or somehow adequate to the benefit of the event. Neither restitutions nor claims of any kind shall apply.

4.2 Right to Request for Changes of the Applicant

Changes, in particular last-minute requests not explicitly accepted by EADV through its written confirmation or through exception or additional contractual provisions in writing always require the previous written consent of EADV. It is the responsibility of the Applicant to notify EADV well in of advance any such changes. The notification shall include a description of the extent of possible additional works required. The necessary permits to effect such changes must be secured in any case.

4.3 Exchange, Subletting and Sharing

Exchange, subletting and sharing of any Patient Society Village activities are not allowed. In particular, all responsible personnel representing an Applicant at one booth must be employed or engaged by a single Applicant. Booth sharing can only take place after approval of EADV offices. Without approval, EADV reserve the right to refuse the activity or exhibition. Neither restitutions nor claims of any kind shall apply.

5. LIMITS

5.1 General Principle

Any Patient Society Village activities are allowed only within the framework of the relevant laws and regulations, which are to be considered to be in full force and effect in the country where the EADV Event takes place. Any patient organisation activities are allowed only within the relevant legal framework. It is the Applicant's duty to determine without any involvement of EADV such legal framework and to fully comply. EADV has no obligation to monitor the compliance of any activities with the applicable legal framework, but reserves the right to intervene or let intervene in case of non-compliance or even of suspected non-compliance.

5.2 House Rights

The exclusive House Rights are held by the Owner of the facility. The Owner is authorized to exercise control of the display areas and presentation methods as well as the enforcement of security measures and the adherence to rules and regulations, in the best interest of a successful event. Submission of a signed application commits the Applicant and/or presenting agencies to adherence of any referenced rules and regulations governing the event, as well as to the strict adherence to all security measures and government regulations and technical safety standards in force at the event.

5.3 Specific Instructions

Pets or animals are not permitted at the venue.

The Applicant is responsible of the staffing and must insure the cleanliness of the rented display area during opening hours. The Applicant is further responsible to assure adequate staffing of the presentation locations during opening phases and to vacate these timely and in clean conditions.

Only 100% soluble adhesives may be used to secure temporary flooring/carpeting to pillars, walls and ledges. The attachment of advertising materials, posters and any kind of directional signs, as well as gluing, painting, and wallpapering of building parts, ceilings, walls, pillars, floors or other integral parts of the display area are strictly forbidden. Built-ins and/or changes to existing conditions, furnishings or inventory require the previous consent in writing of EADV. Any costs arising from such changes and the reversing of same after the event are the responsibility of the Applicant.

Reconstruction and renovation works of any kind may only be initiated on order of EADV and its subagents.

Fire alarms, sprinkler systems, hydrants, electrical distributors, telephone jacks and hook-ups, emergency lighting, entrances and

emergency exits must be left unobstructed and accessible at any time. They may neither be removed nor be obstructed, covered up or taken down.

The use of open fire and light, i.e. kerosene, heating oil, natural gas etc. for cooking, heating and fuelling purposes, the use of heating rods, as well as the hook up of portable heaters and cooking units which are not equipped with thermal overheating protection is strictly forbidden. The use of bottled gas usually warrants a special permit. It is the Applicant's own responsibility to gather all respective approvals. Any procedures deemed potentially dangerous require scrutiny and permission by the applicable agency and must be applied for in advance through the responsible rental agency for the exhibit location. The usage of laser equipment requires previous permission and following coordination of EADV. Additionally, a permit of the responsible authority and a site inspection by a licensed inspector must be secured at the Applicant's own costs. Demonstrations on and treatments of patients are forbidden. Technical inventory and supplies at the venue may only be operated by authorized and qualified personnel.

5.4 Booths in Particular

The Applicant accepts the booths or display constructions provided by the EADV. Only minimal deviations from the originally submitted and accepted plans and layouts are permissible, whereby prior consultation with and prior written consent by EADV are mandatory.

5.5 Advertising in Particular

The Applicant is solely responsible for keeping any of its advertising activities compliant with all relevant laws and regulations. It is strictly forbidden to advertise at any of the EADV Events pharmaceutical products not officially admitted into the market where such EADV Events are held. It is also forbidden to advertise any product requiring a prescription to the Non Healthcare Professionals participants. Applicants are allowed to advertise only within the boundaries of the space allocated to them. Unsuitable solicitation or advertisement not conform to the framework of the event must be avoided. Company brands or logos in neon lights or flashing lights are only acceptable with the prior written consent by EADV. Optical, moveable and sound advertising materials are only tolerated if they do not constitute any aggravation to visitors, exhibitors and/or presenting agencies alike. Movie (celluloid film) presentations according to regulation are forbidden. EADV is authorized to confiscate, prevent or remove any advertising means or materials which are in violation to the aforementioned stipulations, without the aid of legal instruments, prior warning and no responsibility for eventual damages. Any resulting cost becomes the responsibility of the applicant and/or presenting agency.

5.6 Recordings in Particular

Video and/or sound recordings of the display area, portions thereof or presentations are only permitted during regular operating hours of the event with prior approval from EADV. Anyone recording the event or portions thereof must ensure under own, direct and full responsibility and liability that none of the recordings will represent a hazard to visitors. Furthermore, the express consent of any Applicants involved is necessary. Finally, any recordings may not refer to the EADV, its name, its logo or its trademarks, if any.

5.7 Sales in Particular

Sales activities on the EADV Event site of any kind are strictly forbidden. In case any sales activities are deployed, EADV reserves the right to take all necessary or adequate countermeasures at the EADV's own discretion, including shutting down any Industry activities Companies (publishers, equipment etc.) can take order forms at their booth and handle invoicing and delivery from countries where they are VAT registered after the EADV Event.

5.8 Lotteries in Particular

Lotteries can be organized only upon approval of the EADV. Money, prescription drugs and alcohol cannot be a lottery prize.

6. SECURITY

Failing a specific commitment in writing of EADV towards the Applicant, EADV does not grant the security of the venue or of portions thereof, including the exhibition and conference rooms. The undertaking and efficacy of any security measures, among other concerning the surveillance of individual booths and/or exponents, depend therefore solely on the Applicant. A specific fire protection watch will be furnished, if specified by local provisions.

7. SERVICES OTHER THAN PATIENT VILLAGE

EADV shall provide the Applicant with any services other than Patient Society Village activities agreed upon through the written confirmation or through the exceptional or additional contractual provisions in writing.

EADV selects specific, usually on site providers for such services. It is the Applicant's duty to instruct and control such providers. EADV refuses liability for any of such services effectively provided or somehow expected by the Applicant.

8. DISMANTLING PHASE

After the official closing of the scheduled event, the Applicant and/or presenting agency is responsible for the timely dismantling of the display area within the contractually designated time frame.

Ongoing events are to be terminated and any presentation materials and props must be removed from the area within the designated period. Rentals are to be returned before the deadline to the respective rental agency. If the removal of the materials as well as the imported objects by the Applicant and/or presenting agency are not effected on schedule, EADV is then authorized, after giving due notice, to order removal of any such objects at the cost and responsibility of the Applicant and/or presenting agency. Should a presentation run overtime, EADV has the right to close or halt the presentation in order to re-use the facilities and/or bill the presenting agency for the overtime. Exponents and/or presentation materials which remain unclaimed after the event will be removed or stored, which ever pertains to the particular nature of the goods, at the cost of the responsible Applicant. Transportation or storage cost for unclaimed or left behind materials are the responsibility of the Applicant or presenting agency.

9. LIABILITY AND INSURANCE COVERAGE OF EADV

EADV is only liable for direct damages resulting from EADV's own unlawful intent or gross negligence.

EADV refuses liability for any indirect damages and loss of profits. EADV refuses liability for any damages resulting from reasons beyond its control. EADV refuses liability for loss, theft or damage to exponents or presentation objects and personal belongings imported during the event or damaged during transportation. EADV has an insurance coverage for personal and object damage. Any claims for any damages that are not submitted to EADV immediately after occurring of the damage(s) are not considered, in which case neither EADV nor its insurer will cover or somehow refund.

10. LIABILITY AND INSURANCE COVERAGE OF THE APPLICANT

The Applicant shall attend the event with all due care. It shall in particular employ personnel resp. engage people which are adequately skilled in attending and serving at events like an international EADV Event.

The Applicant shall select, instruct and control all employees and/or engaged people at the event.

Any spaces, infrastructure, tools, devices, materials and similar are to be treated with care by the Applicant (and/ or its presenting agency) before, during and after the event. Applicants (and/or presenting agencies) are held liable for all damages to persons or objects, caused by them, their employees and any third parties under temporary engagement, their vehicles or any visitors at the venue.

Display booths and presentation rooms shall be adequately staffed and guarded during the entire event. Any additional or personal objects are to be safeguarded, as they are not covered by the effective EADV insurance policy.

The Applicant is obliged to request, obtain and, if required by EADV, give evidence of full insurance coverage, in particular to safeguard for any eventualities like damage to persons, objects or theft. It is advisable to make use of the specialized services provided at the event for extra night watches for individual booths or exponents.

11. CANCELLATION

11.1 Cancellation by the applicant

Applicants whose form has been accepted by EADV cannot be released from the contract and presence at the Patient Society Village is required. Under exceptional circumstances represented in writing by the Applicant to EADV, EADV may at EADV's sole discretion, without being obliged, release the Applicant.

11.2 Cancellation by EADV

EADV reserves the right to cancel all or even specific Patient Society Village activities

- A) if the Applicant is in default according to the contractual terms and conditions;
- b) if the Applicant does not show up or does not show up within the contractually agreed timeframe, or if the display booth/stand is not occupied in time;
- c) If infractions against the house rules are noticed and are not remedied in due course after one warning;
- d) if the Applicant and / or its presenting agent is insolvent or bankrupt. The Applicant or presenting agency is obliged to notify EADV without hesitation of any occurrences of such nature. In such cases the admission to the event can be revoked and the Patient Society Village activities may be disposed of in a different manner at the EADV's sole discretion.

In such cases, no restitution or reimbursements are due and the Applicant and/or presenting agency are held liable for any damages or losses incurred by EADV or any third parties. As security for eventual claims, EADV can make use of its right to demand a security deposit. EADV cannot be held liable for damages to retained goods or objects.

12. REASONS BEYOND CONTROL

12.1 General

The event may be anticipated or postponed to a different date or cancelled or its time frame changed by EADV as a result of a) any negative circumstances beyond anyone's control or b) extenuating circumstances beyond the control of EADV. In case of anticipation, postponement or change of the time frame of the event, the Applicant remains bound and obliged and has no claim against EADV.

In case of cancellation of the event the Applicant has no claim against EADV.

12.2 Terrorism

Terrorism means, and this clause applies mainly to

- any acts of terrorism; or
- independently from any acts, any alerts according to any official sources; or
- independently from any alerts, any circumstances reported by any official sources indicating any concrete threats of terrorism

Any of such up to 14 days before any EADV's Events or while any EADV's Events are running.

In case of Terrorism EADV reserves the right to unilaterally cancel, interrupt or postpone any EADV's Events.

EADV shall inform immediately about the cancellation, interruption, or postponement due to Terrorism of any EADV's Events.

With the cancellation, interruption or postponement due to Terrorism EADV's and any contractual party's obligations under any contracts regarding any EADV's events are converted so that EADV's and any contractual party's main obligation consists then no longer in rendering any services, but instead in minimizing any negative consequences of the cancellation, interruption or postponement.

In no event EADV or any parties shall carry any liabilities for any direct, consequential, special, incidental, indirect or punitive damages, lost revenue, profits or income, diminution in value, loss of business, reputation or opportunity or similar costs suffered by EADV or any partners and their own counterparts."

13. MISCELLANEOUS

13.1 Consequences of Partial Nullity

The nullity of any of the clauses hereof shall not affect the validity of the other clauses. If need be, the Parties shall arrange to replace the offending clause by an equivalent legal provision or, failing that, by a new contractual clause meeting the original intent of the Parties.

13.2 Official Languages

The official language of the EADV Event is English.

13.3 Right of Change

EADV reserves the right to effect any changes deemed necessary to insure the overall success of the event.

13.4 Fees for Performing Rights, Salary and Social Security for Artists

The Application is solely responsible for payment of any artist salaries, social security and performance fees for all services or presentations hired or ordered and releases EADV from any responsibility against possible claims of third parties.

13.5 Non-transferability

Any obligations, debits and/or credits of an Applicant somehow originating from this contract are non-transferable to any third parties.

13.6 Data

The Applicant agrees that EADV may store, process, accede, let accede, use and publish (e.g. within the list / documentation of exhibitors and sponsors) any data somehow made available by the Applicant to EADV, in particular through the order form. The Applicant agrees that the use of any data concerning any participants made available in the context of any EADV Event is normally limited by the specific authorization to such use given by each participant in the registration process (in general restrictions of confidentiality and use for marketing purposes). The Swiss Federal Data Protection Act of June 19, 1992 applies.

13.7 Photo and Video disclaimer

The Applicant acknowledges and accepts that any EADV Meetings are usually documented in their entirety or even only in part by EADV appointed official photographer(s) so that photos and/or videos where the Applicant or the Applicants exhibition stand appears may be published (also for promoting the EADV and any of its activities) in traditional and/or digital media.

13.8 Alcohol policy

The EADV policy is that during the congress hours and at all times whilst on the congress premises, participants must be free from the influence of alcohol. Therefore no participant, exhibitor, sponsor or any other shall:

- be in possession of alcohol on the EADV Event premises
- supply others with alcohol

Alcohol may only be served and consumed during the below listed events:

- Fostering Networking Event
- Networking Symposium

13.9 Applicable law, Venue of competent Jurisdiction

Any legal relationship between EADV and the Applicant shall be governed solely by Swiss Law. In the event of any controversies arising from any legal relationship between EADV and the Applicant, inclusive of such issues as validity, nullity, violation or termination of such legal relationship, the parties shall first attempt to reach a

settlement. Failing this within one month from the time when the controversy arose, EADV and the Applicant irrevocably submit for the determination of such disputes to the exclusive jurisdiction of the regular Courts at the seat of EADV (at present: Lugano, Switzerland).

Other regulations:

Article 86 in the EU directive 2001/83/EC lists the prohibition of advertising and promotion of prescription-only medicines to the general public.

These legal provisions are included in the country codes of conduct and guidelines for the promotion of medicines and we therefore inform you that local and national Spanish laws, codes and regulations will be in full force and effect during the 28th EADV Congress in Madrid.

Therefore, the EADV will restrict access in the exhibition area, advertising and applicable industry sessions. Participants will receive badges indicating that they are Healthcare Professionals (HCP) or non-Healthcare Professional (non-HCP). For the purposes of advertising of medicinal products The Association of the Pharmaceutical Industry in Spain (FARMAINDUSTRIA) defines "Healthcare Professionals" as: *Any member of the medical, dental, pharmaceutical, nursing or podiatric profession, any other person legally considered as such, or any other person who, in exercising their profession, may perform or participate in the prescription, purchase, supply, dispensation or administration of medicinal products for human use.*

- I have read and agree to the European Academy of Dermatology and Venereology General Terms and Conditions Patient Society Village
- I have read and agree to the Guidelines EADV Patient Village

Place _____

Date ____/____/____

Signature and stamp: