

GENERAL TERMS AND CONDITIONS - 1st FDO conference 2022, The Netherlands

DEFINITIONS

These Terms & Conditions apply to every person who has signed up (hereafter solely referred to as "visitor") and has received access to the 1st FDO conference Conference (2022), to be held at Naturalis Biodiversity Center (hereafter referred to as "conference location") in Leiden, The Netherlands from 26 - 28 October, 2022 (hereafter referred to as "the conference"), organized by FAIR Digital Object Forum (hereafter referred to as "the conference organizer" or "organizer") on behalf of Naturalis Biodiversity Center, (hereafter referred to as "the hosts").

CONTACT DETAILS CONFERENCE ORGANIZER

Via the website: https://www.fdo2022.org/

Via e-mail: info@fdo2022.org

1. CONFERENCE REGISTRATION GENERAL

- a) Only fully completed registration forms (including necessary documents if applicable) will be eligible to receive an invitation (ticket) to the conference.
- b) After a successful payment, a participant receives a confirmation e-mail containing the e-ticket and the invoice as an attachment.
- c) When you choose the payment method by bank transfer after registration only the confirmation including invoice will be sent, the e-ticket will follow only after the payment has been received.
- d) If the full payment has not been received before the deadline indicated, the registration will remain valid, however the due fee will be increased according to the payment period (early/regular/on site).
- e) If visitors do not use their ticket for any reason and a timely written cancellation has not been put forward, a refund won't be provided.
- f) Tickets can solely be obtained via the organizer. The ticket prices are as mentioned on the website at the time of purchase.
- g) Data concerning Visitors which are recorded by the organizer for the issuing of tickets, are entered in a filing system within the meaning of the AVG (Algemene Verordening Gegevensbescherming). Visitors willing to exercise their rights in regards to the AVG will be able to do so by contacting the organizers with a clear description of their wishes.

Information about the AVG can be found at: https://www.autoriteitpersoonsgegevens.nl/en

h) Delegates are expected to insure themselves against theft, loss, accidents and damage or medical expenses that may arise. The organizing committee does not accept responsibility for any of the above.

2. CONFERENCE REGISTRATION STUDENTS

a) To be able to register as a student, use your student email address and please provide proof (e.g. copy of student ID-pass, letter of supervisor etc.). Uploading a document is mandatory. We'll check the document after registration.

3. ATTENDANCE AND ACCESS OF VISITORS

- a) The issued ticket entitles the visitor to access all parts of the conference as specifically described in accordance to his/her ticket and (if applicable) additionally paid for activities (i.e. Wednesday dinner, technical demo's and field trips).
- b) If the maximum visitor capacity is reached for a specific, and limited, activity the organizer will close this option for the visitor.
- c) The organizer cannot guarantee unlimited available space in every session as long as no final personal confirmation has been made. Pre-registration for activities (if possible) is therefore strongly advised.
- d) Visitors are not allowed to bring pets or other animals into the conference location.
- e) Visitors are not allowed to bring objects or substances into the conference location or carry such objects or substances with them if, in the opinion of an official of the conference location, the objects or substances are dangerous or hazardous or may cause a nuisance to other visitors, unless expressly provided otherwise in writing by the organizer.
- f) Smoking or vaping is only allowed at the designated places.
- g) In special cases the organizer may direct that visitors are not permitted to use cameras or video, film, sound or other recording equipment or mobile phones or other means of wireless communication at the conference location. In such a case organizing officials are authorized to demand that visitors on whom such equipment is discovered hand it over for safekeeping while they are present in the conference location.
- h) If a Visitor refuses to cooperate, he/she may be denied further access to the conference location without thereby becoming entitled to a refund of the price of his/her ticket and other costs.
- i) Visitors consent with the notion that other visitors may take photographs/record video in the conference location and are free to distribute them freely (unless explicitly stated otherwise) as they see fit.
- j) Organizer and hosts reserve the right to make or commission video and/or sound recordings of an Event at which visitors are present.
- k) Visitor attendance at the conference is, at all times, at the sole discretion of the organizer. The organizer at all times reserves the right to refuse entry to conference, or request that you leave the conference, without notice for any reason. If this occurs, then a refund of the registration fee will be facilitated in some circumstances (at the organizer sole discretion).
- 1) Visitors must at all times comply with:
 - o these terms and conditions;
 - o any terms and conditions imposed by the conference location (i.e. Naturalis Leiden);
 - o any reasonable direction given to you by organizer,
- m) The organizer reserves the right to immediately terminate the registration/attendance of any visitor of which it can be reasonably believed that he/she is not complying, or has not complied, with the above terms.
- n) Visitors are encouraged to report any (witnessed) behavior which one would consider to be inconsistent with expected behavior at a conference like 1st FDO conference to on-site event staff.

4. CLOAKROOM ITEMS AND SAFEKEEPING

- a) Visitors are solely responsible for the safekeeping of their personal belongings. Organizer and its staff are not liable for damage to or loss of goods or for any other form of damage arising in respect of goods, unless intent or gross negligence on the part of the organizer can be proven.
- b) The conditions included in this article also apply to the use of lockers.

5. PROOF OF REGISTRATION

- a) Visitors may be requested to present their personal ticket and/or confirmation of payment at the registration counter as proof of their registration and payment.
- b) Visitors will have to be able to show identification at all times during their visit on the conference premises.
- c) Visitors are obliged at all times, on request, to show their ticket to officials representing the organizer.
- d) The admission ticket should be carried visibly at any time and in any event be shown by the visitor when entering (or re-entering) the Conference location.

6. METHODS OF PAYMENT

- a) Payments should be made in advance and in EUR only, using a credit card or by bank transfer.
- b) All bank fees and money transfer costs must be paid by the transmitter. Indicate the registration number and the delegate's full name as a reference on all bank transfers.

7. REGISTRATION NAME CHANGE

a) Name changes will be accepted by email indicating the old and new names including the required contact details until one month before the event takes place. After this date, a new registration will have to be made.

8. CANCELLATION AND REFUND POLICY

- a) Notice of cancellation (e.g. in case of sickness, lack of funding or any other personal reasons) must be made in writing by email to the 1st FDO conference 2022 Office. The notification must include all relevant information regarding the bank account to which a possible refund may be remitted.
- b) The cancellation will not be effective until a written acknowledgement from the 1st FDO conference 2022 Office is received. The date of the email receipt date will be the basis for considering refunds.
- c) Registration fees may be refunded as follows:

| Written cancellation of visitor received: | % refund of applicable ticket |
|---|-------------------------------|
| before 1 August, 2022 | 75% refund |
| between 1 August and 1 October, 2022 | 25% refund |
| after 1 October, 2022 | no refund |

- d) Refunds, if applicable, will be made after the conference.
- e) In the case of over-payment or double payment, refund requests must be made in writing and sent to the 1st FDO conference Office by email including relevant details.
- f) No refunds will be granted for unattended events or early termination of attendance, in case of cancellation of speakers, lack of space in the conference room or any other incidents during the conference, which are beyond the control of the conference organizers.

9. LIABILITY AND INSURANCE

- a) By registering to the conference participants agree that neither the organizer nor the hosts (i.e. Naturalis Biodiversity Center) assume any liability unless intent and/or gross negligence can be proven provided always that only loss or damage for which the organizer and/or the hosts are insured (or for which it should, by the standards of reasonableness and fairness, have been insured) is eligible for compensation.
- b) The conference fee does not include insurance. Participants will have to make their own arrangements for health and travel insurance
- c) The visitors shall take part in the conference at his/her own risk.
- d) Oral agreements shall not be binding if these have not been confirmed in writing by the organizer.
- e) Organizer and host can't be held accountable for loss or damages caused in any way by other visitors.
- f) Visitors agree to indemnify the organizer and hosts against liability for, or in respect of, any claims, demands, actions, costs, expenses, losses and damages arising out of or in connection

- with or as a consequence of any of your acts or omissions in connection with the conference that breach these terms and conditions.
- g) Organizer and hosts will never be liable for loss or damage suffered by a visitor as a consequence of force majeure affecting the conference or the location. For this purpose force majeure is deemed to include every independent circumstance beyond the control of the organizer and /or hosts which temporarily or permanently prevents performance of the agreement and, insofar as not already included thereunder, war, acts of war, terrorism and/or the threat of terrorism, civil war, civil disturbance, riots, action by the police and/or fire service, strikes, transport difficulties, fire and other serious disruptions to the business of the organizer/Third Parties in Naturalis, weather conditions and disruptions of public transport.

10. CANCELLATION OF THE CONFERENCE

- a) In the event that the conference cannot be held or is postponed due to events beyond the control of the conference organizers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizers, the conference organizers cannot be held liable by visitors for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.
- b) Under these circumstances, the conference organizers reserve the right to reimburse the visitor after deducting costs already incurred for the organisation of the conference and which could not be recovered from third parties.
- c) In addition, due to the ongoing pandemic, uncertainty remains on cross-country travel and rules and limitations on large events. We cannot foresee the regulations in effect for October 2022, however we are optimistic we can meet in Leiden. If the conference has to be canceled, the registration in reimbursed minus 20 of management fees. In the case we have to cancel the event, we will not provide an online event. Please check the
 - https://www.government.nl/topics/coronavirus-covid-19/visiting-the-netherlands-from-abroad for entry and quarantaine regulations and with for current information for travellers

11. THE PROGRAMME

- a) The organizer reserves the right to modify the programme. No refunds can be granted in case of cancellation of speakers, lack of space in the conference room or incidents during the conference which are beyond the control of the organizer.
- b) Event attendees, speakers, exhibitors, or partners can't in any way be held accountable to fulfil any promises in regards to handouts and/or sharing their presented intellectual content to visitors. They remain the sole keeper in regards to their intellectual property.
- c) The views expressed by any event attendee, speaker, exhibitor, or partner are not necessarily those of the organizer and/or the hosts. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising.

12. LETTER OF INVITATION AND VISA

- a) Individuals requiring an official Letter of Invitation from the conference organizers can request one by contacting the organizer. To receive a Letter of Invitation, visitors must first register to the conference and submit any necessary data, as stated on the online form.
- b) The Letter of Invitation does not financially obligate the conference organizers in any way. All expenses incurred in relation to the conference, the registration and the attendance are the sole responsibility of the delegate.
- c) It is the sole responsibility of the delegate to take care of his/her visa requirements. Delegates who require an entry visa must allow sufficient time for the application procedure. Delegates should contact the nearest Dutch embassy or consulate to determine the appropriate timing of their visa applications. As a suggestion one can check at https://www.netherlandsandyou.nl/travel-and-residence/visas-for-the-netherlands/entering-the-netherlands-without-a-visa to find out if a Visa is required.
- d) Dutch embassies and consulates-general are independent decision-making agencies for visas. You cannot appeal against the rejection of a visa application. The organizer and/or hosts will not be able to participate in your application process.

- e) As a part of a visa application, visitors must have travel-health insurance for the duration of their stay in the E.U.. This insurance can be obtained from any approved insurer. Visitors need to check with the responsible embassy/consulate for a list of approved insurers available in their country.
- f) Visitors must have insurance for their entire stay in the E.U. and therefore are encouraged to ensure and pay for the correct number of days.

13. FULFILMENT AND JURISDICTION

- a) The terms of this contract shall be fulfilled in Leiden, The Netherlands and, in the event of any legal claims arising from any party, The Hague, The Netherlands shall be the sole court of jurisdiction.
- b) If one or more of the conditions outlined in these Terms & Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all visitors.