



# General Terms and Conditions

## 1. TERMS AND CONDITIONS

### Registration Fee

The registration fee and the services included in registration fee can be found in the applicable event description (web site or registration form).

### Registration of Participants

By registering to attend the event, general terms and conditions are deemed to be accepted. Registration needs to be completed within the registration deadlines as set out in the applicable event program. When the number of participants is limited, any last minute registrations are available on „a case by case“ basis upon request.

Registration obliges the participant to pay the registration fee if stipulated by event description. Once the payment (via credit card or bank transfer) is received, the registration will be confirmed. The participants authorize the Organizer to securely store and process the data provided during registration.

### Method of Payment

Payment can be done by credit card (MasterCard, Visa, Diners or American Express) online or offline and by bank transfer. Using bank transfer, all bank charges have to be supported by the participant/payer and should be added to the total amount. Cheques are not accepted. Rates in EURO will be charged in the invoices in Croatian kuna according to the Croatian National Bank official exchange rate at the day of invoicing.

### VAT

As stated in the article 53 of Directive 2006/112/EC, registration fee is subject to VAT applicable in the country where the event is taking place, even when supplied to taxable persons. The VAT charge is therefore applicable to all participants. Please consult with your country's tax advisor for assistance in claiming your refund.

According to Croatia's tax regulation a 25% VAT charge has been applied to the registration fees.

Organizer reserves the right to amend this charge should the VAT rule or rate change.

For EU companies to apply VAT directives and in order to avoid any complications, please make sure your VAT number is officially recognized by the EU Taxation and Customs Union office (VIES). Should your company not be VAT registered or your EU VAT number cannot be recognized by the EU site mentioned above, the VAT amount will still be added to your invoice and won't be refundable. Organizer cannot be held responsible for any problem you may encounter related to VAT refund or VAT number not provided.

### Letter of Confirmation / Payment Receipt

A letter of confirmation / payment receipt will be sent by email once the fully completed registration form and the related payment has received. Participant must present this confirmation / payment receipt at the registration counter as proof of his/her registration and payment.



### **Registration Name Change**

If a delegate cannot attend the event, the Organizer accepts a substitute colleague at any time. Requests for substitutions will only be accepted by e-mail indicating the name of the cancelled delegate as well as the name, function and contact details of the substitute. Please note that after the deadline indicated for each event, a fee of € 50,00 may be applied for substitutions.

### **Requirements**

It is the sole responsibility of the participant to take care of visa requirements. Participants who require an entry visa must allow sufficient time for the visa application procedure. Please check all the information here <http://www.mvep.hr/en/consular-information/visas/visa-requirements-overview/>. Participant registration details might be shared with the immigration authorities to assist in the immigration process. To receive an invitation letter for the event, participants must first register and pay the registration fee in full. They can then contact the Organizer to ask for the invitation and/or warranty letter. All expenses incurred in relation to the event and the visas are the sole responsibility of the participant.

Should the delegate not be granted his/her visa, the registration fee will be reimbursed (minus an administrative charge of € 50,00) if and only if he/she provides the Organizer with an official document from the concerned Embassy rejecting the visa and that the application was made at least four (4) weeks prior to the event date. The Organizer will grant visa invitation letters up to four (4) weeks prior to the event date. Within less than four (4) weeks from the event date visa invitation letters cannot be guaranteed.

### **Travel Insurance**

Delegates are strongly advised to procure their own personal and travel insurance.

### **Cancellation of the Event**

Where the event is cancelled as a result of a force majeure or insufficient number of participants or for reasons which are not the fault of the Organizer, only the registration fee will be refunded, less administrative charge of € 50,00 per participant; however, this shall not apply to any other expenses exceeding this (such as, for example, hotel booking, flight and train tickets, etc.).

### **Cancellation by the Participant**

Notification of cancellation must be made in writing and sent by email indicating the cancelled delegate. The following rules apply in case of cancellation – for individual and group cancellations:

- Cancellation notified until and including the date indicated in the Registration Form will merit 100% refund (minus administrative charges of € 50,00).
- Cancellation made after the date indicated in the Registration Form will not merit refund.
- Refunds will not be made for no-shows and unattended events.
- Bank charges applied to a refund will be borne by the delegates.



In case of overpayment or double payment, refund requests including valid proof of the overpayment or double payment must be made in writing and sent by email to the Organizer, no later than one month after the event. An administrative charge of € 50,00 will be applied for all refunds.

#### **Changes to the Event Program**

The Organizer reserves the right to make amendments to the program or any related activities at its discretion. These changes do not lead to a refund or a reduction in price of the registration fee.

## **2. TERMS AND CONDITIONS – ACCOMMODATION BOOKING**

### **Accommodation Booking**

All accommodation bookings shall be governed by the general terms and conditions of the accommodation venue in question. Bookings for a particular venue shall only be binding where the event participant guarantees the booking by furnishing credit card details and if they are confirmed in writing by the Organizer. The written booking confirmation by the Organizer results in a binding contract coming into effect between the client (the guest, or the event participant) and the venue selected by the Organizer. The guest/participant shall be responsible for paying the accommodation costs directly at the venue before departing. The guest can be asked for a credit card on check-in to guarantee any extra charges in addition to the room charge.

Where the venue fails to honor the contract to accommodate the guest, the venue shall be directly liable to the guest/participant. Any claims arising from this shall be asserted directly against the venue by the guest/participant.

In the event that there are no rooms available in the congress participant's venue of choice, the Organizer shall be entitled to arrange accommodation in another venue, unless this is specifically declined by the participant. Any questions regarding the booking of accommodation venues, changes to confirmed bookings or cancellations should be put in writing to the Organizer.

### **Cancellations of Individual Accommodation Reservation**

In case of cancellation of already confirmed accommodation reservation, specific rules for the event may apply. If those rules are not indicated in the Registration Form, the general rule applies as described below.

In the event of cancellation up to 5 days prior to arrival date, no charge will incur. From 5 days prior to arrival date, one night will be charged in case of cancellation. Please note that in the event of late cancellations (from 5 days prior to arrival date) the Organizer reserves the right to charge the full stay for any cancelled rooms, cancelled nights or no-shows if the room cannot be resold.

The venue may reserve the right to charge the full stay upon check-in. The venue may also charge or block an amount on your credit card to guarantee the extra expenses. Each venue has its own independent policy for both cases.

In case the documentation specific for the event stipulates different conditions for cancellations, then those specific conditions shall be given precedence.



### **3. TERMS AND CONDITIONS – INDUSTRY / EXHIBITORS**

#### **Registration**

Registration for the utilization of exhibition space for the applicable event shall be made in writing. The written registration shall be binding for the exhibitor, but does not in itself give rise to any claims by the exhibitor. Fundamentally the only thing that is hired is purely the space. The hire charges do not include any setting up, connections and/or equipment. Where necessary, this shall have to be done by the exhibitors themselves or hire these services by the Organizer or by the third party.

#### **Confirmation of Registration**

Only a limited number of spaces are available for each exhibition. Depending on availability, the exhibitor will receive confirmation of the allocation of the requested exhibition space as well as an invoice for the hire of this space. Any claim by the exhibitor to any particular exhibition space shall only arise following the confirmation of registration and payment of the full sum charged by the Organizer in the invoice for the exhibition space.

#### **Acceptance**

By registering in writing for an exhibition space, the exhibiting company acknowledges these terms and conditions and accepts their validity. Moreover, the exhibiting company covenants that it shall comply with all relevant regulations regarding employment or trade law, technical safety regulations and any existing house rules and general terms and conditions at the individual locations. Exhibitors are liable for their employees.

#### **Exhibition Spaces**

The allocation of exhibition spaces is governed by safety considerations as well as by the availability of space. The allocation of these shall be carried out by the Organizer. Where possible, any requests by exhibitors for a special location will be taken into consideration. However, there is no entitlement to a particular location. The Organizer reserves the right to change the location or make other changes at any time, without this leading to any entitlement for the exhibitors to assert any claims against the Organizer.

#### **Conditions of Payment**

The applicable prices are those set out in the registration forms. These shall in any event be transferred without deductions before the commencement of the event. The Organizer reserves the right to refuse entry to the event if the fee set out in the registration form has not been paid before the commencement of the event. In such a case the registered exhibitor company shall nevertheless still be obligated to pay the fee.

#### **Setting up and Disassembling the Stand**

The current legal regulations apply to the setting up and disassembling of the stands, as well as to their design; moreover the rules of the event location need to be complied with. Other than that, the exhibitors are free in their design of the stands. Other exhibitors must not be injured, endangered or otherwise



adversely affected by the type and design of the stand. The design of the stand must not contravene public morals.

#### **Times for Setting up and Disassembling**

The times for setting up and disassembling stands and exhibition items, as well as specific conditions for the exhibition shall be distributed by the Organizer in good time before the exhibition begins, and these are to be complied with by the exhibitors. All structural measures and substantial decoration work need to be completed during this time. In the event that the disassembling and removal does not take place within the agreed time, the exhibitor shall pay any remaining costs of disassembling as well as a penalty fee of € 1.000,00 plus statutory VAT per day.

#### **Subletting / Distribution of Stands**

The exhibitor is not allowed to pass an exhibition area assigned to him to anyone else. The hired exhibition space may only be used by persons or businesses other than those persons/exhibitors listed in the registration form, if specific, written permission for this has been obtained from the Organizer.

#### **Removal of Rubbish and Cleaning of the Stands**

Cleaning the stands and keeping them clean, as well as any measures to avoid rubbish are a matter for and obligation of the exhibitor. When leaving the stand area at the end of the exhibition, all exhibits as well as any erections or fixings are to be removed from the conference location. The removal of any items which are left behind shall attract a fee that is in line with the customary prices of the location.

#### **Stand Security**

The stands are not guarded. The Organizer does not accept any liability for any of the items exhibited or for any other items taken to the exhibition location by the exhibitor or his employees. At the exhibitor's request and depending on availability, a lockable room can be made available overnight, for the storage of valuable stand materials.

#### **Liability, Accident Prevention/ Official Regulations / Forfeiture Clause**

The Organizer does not accept any duty of care of the materials to be exhibited or the furnishings of the stands, and all liability in this respect is excluded. The Organizer also exclude any and all liability for the disappearance of any exhibits, equipment, clothes and any other items brought to the event location by the exhibitor or its employees.

The exhibitor shall be responsible for affixing any necessary safety devices to any equipment or machines exhibited and used by that exhibitor, such devices must conform to the applicable accident prevention regulations. The exhibitor shall be liable for any damage caused to persons or things, where such damage is caused by the operation of exhibited items or in the course of such items being set up or disassembled. The Organizer shall accept no liability in respect of any such damage. Any claims by the company against the Organizer shall become void if they are not asserted in writing and by registered mail within one month of the due date.



#### **Force Majeure, Industrial Action**

In cases of force majeure, such as fire, industrial action, war, disturbances, other catastrophes and the like, which would prevent the realization of the event at the planned point in time, or which would make it significantly more difficult to do so, the Organizer shall be entitled to move the date of the event. In such an event the hire payments already paid for the stands shall be considered remuneration for the postponed event. Where the event does not take place for the reasons set out above, the Organizer shall be entitled to retain 10% of the invoice amount as general expenses. Any further claims by the Organizer against the company shall only arise in cases where the company has commissioned particular work, which incurred additional costs. The exhibitor shall have no further claims against the Organizer.

#### **Cancellation of the Event / the Exhibition**

In case that the event / the exhibition is cancelled by the Organizer, all sponsorship monies as well as any payments for any agreed services shall be repaid to the exhibitor within one month, with a deduction 10% of the invoice amount. Any further claims by the Organizer against the company shall only arise in cases where the company has commissioned particular work, which incurred additional costs. The exhibitor shall have no further claims against the Organizer.

#### **Repudiation of the Contract**

Any repudiation of the contract will have to be received by the Organizer in writing. Following the conclusion of the contract, the company shall be able to repudiate the contract upon payment of a cancellation fee in the sum of 25% of the contractually agreed sum, up to three months before the event. In case further preparation costs have already been incurred by that time, those will be charged in addition to the above. After this deadline, 100% of the contractually agreed sum shall be due. In any case, the company shall have to pay a fixed lump sum administration fee of € 150,00. This provision shall also apply unchanged to any such contracts as are entered into at a point in time which is already inside the cancellation period. In case the documentation specific for the event stipulates different conditions for repudiating a contract, then those specific conditions shall be given precedence.

#### **Confidentiality**

The parties covenant that they shall maintain strict confidentiality as against third parties in respect of all processes and data that is worthy of protection, both for the entire duration of the cooperation and after the termination of this agreement. Each party shall pass this obligation on to the persons and assistants engaged with the tasks, and they shall be similarly obligated to maintain confidentiality.

#### **4. TERMS AND CONDITIONS – DATA PROTECTION / LIABILITY / JURISDICTION**

##### **Data Protection**

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal registration data is executed within the guidelines of the effective data protection regulations. The Organizer will collect and store all data necessary for the preparation and execution of the event. To make the payment of registration fee or credit card hotel bookings guarantee – required credit card details (i.e. credit card type and number, expiration date, credit card holder name) will also be collected. All data will be securely saved and processed.



In order to protect and safeguard the personal data provided, the appropriate business procedures will be applied, as well as technical and physical restrictions for accessing and using personal information. Only authorized employees are permitted to access personal information for performing their duties in respect of our services. Our server and network are protected by firewalls against unauthorized access.

In addition, the Organizer may share only contact details of attendees with third parties that may use these details to contact attendees regarding activities at the event or other communications which may be of interest. The event organizers are obliged to give out attendee's data due to a court or an official order.

#### **Liability**

The Organizer shall only be liable for the performance of its tasks as set out in the applicable event program where the usual standard of care has been breached, but only where this was done intentionally. Croatian law shall be applicable in such cases. Any acknowledgement of liability on the part of the Organizer shall only be valid where such an acknowledgment is made in writing. Oral representations shall not form the basis for any liability. All client's complaints procedure is clarified in the Customer Complaints section at the website.

#### **Insurances**

In case of financial inability to carry out the program, the Organizer is insured at Croatia Osiguranje d.d. Zagreb insurance agency. Insurance agency can be contacted at Croatia osiguranje d.d. Zagreb, Vatroslava Jagića 33, tel. + 385 (0) 1/6332 222, ili na fax + 385 (0) 1/63 32 020, stating the name of the Organizer (Agency) and its identification number (OIB) 17998219966 as a reference.

#### **Place of Jurisdiction**

The place of jurisdiction for all parties shall be in Zagreb, Croatia. The applicable law shall be the law of Croatia.

### **5. TERMS AND CONDITIONS – ACCEPTANCE**

#### **Acceptance of Terms and Conditions**

These Terms and Conditions shall apply to all *BuggyDubrovnik.hr* events unless the documentation specific for each event stipulates different conditions, then those specific conditions shall be given precedence. By registering for any *BuggyDubrovnik.hr* event these Terms and Conditions are considered accepted.