

# Conditions of Participation in the Virtual Event MedtecLIVE 2021 for Exhibitors and Visitors

As of January 2021

## 1. Event duration, opening hours

Duration: Tue 20–Thu 22 April 2021  
Virtual opening hours: Tue 20–Thu 22 April 2021 9:00–17:00 daily

## 2. Organizer

MedtecLIVE GmbH, Messezentrum 1, 90471 Nürnberg  
medteclive@nuernbergmesse.de  
www.medteclive.com

## 3. Registration

**3.1** Exhibitors order the services described in Section 4 by submitting the completely filled-out electronic registration form.

**3.2** The Conditions of Participation in the Virtual Event MedtecLIVE 2021 for Exhibitors and Visitors of MedtecLIVE GmbH (referred to hereinafter as the organizer) shall be acknowledged with binding effect by the participant with the online registration. The registration is binding for the participants. The contract between the participant and MedtecLIVE GmbH is formed with the confirmation of the registration by MedtecLIVE GmbH. In addition to the Conditions of Participation in the Virtual Event MedtecLIVE 2021 for Exhibitors and Visitors, the License and Use Conditions for talque of Real Life Interaction GmbH also apply. In case of contradictions between the License and Use Conditions for talque of Real Life Interactions GmbH and the Conditions of Participation in the Virtual Event MedtecLIVE 2021, the latter shall take precedence.

## 4. Services of the Organizer

After formation of the contract and complete payment of the participation fee, the exhibitor shall be given access to its company profile. In addition, the exhibitor shall receive the following services from the organizer:

### Basic package:

- Company profile incl
  - Company description and logo
  - Contact information, website link and social media links
  - Integration of a video for company or product presentation
  - Integration of five PDF files for download (e.g. company brochures, press releases)
  - Integration of five image files
  - Integration of five products including description, one video and one image each
  - Assignment of contact persons (company employees, according to exhibitor passes)
  - Integrated direct messaging function
- Lead list standard (contact details of the people with whom an exhibiting company has interacted within the virtual platform)
- Participation in the virtual matchmaking incl. appointment function for virtual 1:1 video meetings
- Company name and logo on the MedtecLIVE website (including links)

### Upgrade:

contains all services from the basic package and additionally:

- Integration of two additional videos (three in total)
- Integration of three additional PDF files for download (eight in total)
- Integration of ten additional image files (15 in total)
- Integration of direct video call function in the company profile
- Data dashboard – direct access to all digital leads and other relevant key figures
- A virtual round table for own web sessions (for up to 25 active participants)
- Presentation in the live stream of the virtual congress program (limited number available)

### Start-up package:

- Services according to basic package

### Co-exhibitor package:

- Services according to basic package

## 5. Obligations of the exhibitor

**5.1** It is up to the exhibitor to meet the technical conditions for participation in the virtual event.

**5.2** The exhibitor is solely responsible for its own virtual presentation. It must ensure that it holds rights of use for all contents of the virtual presence (e.g. texts, graphs) and that no copyrights of third parties are infringed. The exhibitor shall indemnify the organizer against third-party claims for copyright infringements and trademark infringements.

**5.3** For the purpose of advertising the event, the exhibitor shall permit the organizer to use its logo/company name even if it is trademark-protected.

## 6. Costs of participation in the event as exhibitor and visitor, payment terms

For its participation in the event, the exhibitor shall incur costs of EUR 3,200 for the basic package, EUR 1,600 for the upgrade, EUR 550 for the start-up package and EUR 550 for the co-exhibitor package plus value-added tax. These costs cover all services of the organizer listed in Section 4. The upgrade can only be booked in addition to a basic package. The invoice amount shall be due and payable 10 days after receipt of the invoice. Visitors will be charged EUR 19 for a 3-day ticket without congress program and EUR 149 for a 3-day ticket including congress program plus VAT for participation in the virtual event MedtecLIVE.

## 7. Withdrawal from registration, partial cancellation of stand space

The exhibitor shall be entitled to cancel the contract between it and the organizer free of charge up to 14 days after receipt of the registration confirmation.

If participation is cancelled up to 90 days before the beginning of the event, a cancellation fee of 50% of the package-price plus value-added tax must be paid to the organizer. Cancellation up to 30 days before the start of the event will incur a cancellation fee of 80% of the package price. If participation is cancelled less than 29 days before the beginning of the event, the complete participation fees shall be due and payable.

## 8. Cancellation, change of dates, interruption, closure of the event

After formation of the contract, the organizer may cancel the event in full or in part, change the dates of the event, shorten it, discontinue it, interrupt it or close it if it fully or partially impossible to hold the event at the event location and/or at the event times (in accordance with Section 275 (1-3) German Civil Code) or if the organizer has a valid reason to do so and the organizer or its vicarious agents are not responsible for the valid reason.

## 9. Advertising

Advertising of all kinds within the virtual platform rented by the exhibitor is allowed for the exhibitor's own company and only for the products and/or services produced and distributed by it, to the extent that they are registered and approved.

## 10. Liability, insurance, accident insurance

The organizer shall only be liable without limitation in cases of wrongful intent or gross negligence and in cases of harm to life, limb or health.

In all other cases, the organizer shall only be liable for

- Breaches of cardinal obligations. Cardinal obligations are obligations that must be fulfilled in order to properly perform the contract in the first place and that the exhibitor can regularly rely upon;
- Insofar as the organizer is legally obligated to carry third-party liability insurance or this is customary;
- Insofar as the organizer has claimed a special degree of trust or holds a qualified position of trust.

In these cases, however, the organizer shall only be liable for contractually typical, foreseeable damage (thus normally excluding consequential damages) and then only for a maximum amount of EUR 100,000 per case of damage. The limitation of liability only applies in relation to businessmen, legal entities governed by public law, and special trusts under public law. Moreover, liability for ordinary or medium negligence is excluded. This limitation of liability also applies for the behaviour of the organizer's vicarious agents.

## 11. Place of performance, place of jurisdiction

The place of performance is Nuremberg. This also applies to the place of jurisdiction if the lessee is a businessman or legal entity governed by public law or does not have a general place of jurisdiction within the country. The organizer is also entitled to sue the exhibitor at its general place of jurisdiction.

## 12. Data protection statement

Personal data are processed by the organizer as the controller within the meaning of data protection law and where applicable by its Service Partners, in compliance with the relevant data protection regulations for the purpose of supporting and providing information to customers and prospective customers and providing the offered services (legal basis: Art. 6 para. 1 letter b EU GDPR). Personal data are also transferred to the service provider Real Life Interaction GmbH charged with providing technical support for the event insofar as necessary to hold the event.

In accordance with the principle of data economy and reduction, only such data are processed that are absolutely required for the purposes indicated above. Naturally, personal data will be treated as confidential and protected by appropriate safeguards in the best possible way.

# Conditions of Participation in the Virtual Event MedtecLIVE 2021 for Exhibitors and Visitors

(Continued)

Nürnberg, Germany 2021

MedtecLIVE

2nd VIRTUAL EDITION

Connecting the medical technology supply chain

Only authorised persons providing technical, commercial and customer management support have access to your data. Naturally, appropriate job processing agreements have been entered into to the extent legally required.

Personal data are retained until the contractual relationship with the organizer ends and the data are no longer needed for other legal reasons (e.g. legal retention periods).

Every exhibitor has the right to lodge a complaint regarding this data processing to the competent data protection supervisory authority and may request, subject to the legal conditions, information, rectification, erasure or restricted processing of its data, object to the processing, or assert its right to data portability.

MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg / data@medteclive.com will be glad to answer your questions.

## 13. Use of data for advertising purposes

### 13.1 Exhibitors

The organizer is interested in cultivating business relationships with its exhibitors and sending them information and offers of its own similar events and services. Therefore, the data provided in the submitted registration (company name, address, telephone/ fax number and e-mail address) will be processed by the organizer and where applicable, by its Service Partners in order to send event-related information and offers per e-mail in accordance with Art. 6 para. 1 letter f EU GDPR.

**The exhibitor may object to the use of its data by the organizer for the purpose of direct advertising at any time;** the same applies to profiling to the extent that it is related to direct advertising. If such an objection is lodged, the data will no longer be processed for this purpose. The objection may be lodged without requirements of form and without indication of reasons without incurring any separate costs besides the standard transmittal costs on the basis of basic rates. It should be sent to MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg or data@medteclive.com.

### 13.2 Visitors

The Organizer calls attention to the fact that the personal data furnished by visitors when registering will be processed for purposes of statistical analysis, market research, providing information (via regular mail and email, about future events, on the same or related topics) and customer loyalty programs (e.g., sending loyalty rewards, invitations to events) (Art. 6 (1) (f) EU GDPR). An objection to this processing can be filed at any time (MedtecLIVE GmbH, Messezentrum, 90471 Nürnberg, data@medteclive.com). These data will be forwarded to subcontractors of NürnbergMesse resp. MedtecLIVE GmbH for processing only for the above purposes. You can find out more about data privacy at <https://www.medteclive.com/en/data-protection>.

### 14. Severability clause

If the Conditions of Participation are partially legally invalid or incomplete, this shall not affect the validity of the other provisions and the contract. In this case, the parties undertake to replace the invalid provision or fill the gap with a provision by which the economic purpose intended by the parties can best be achieved.