AIDS 2022: terms & conditions for satellites and exhibition

Definitions

These terms & conditions for satellites and exhibition are valid for every organization applying for a satellite and/or exhibition package for AIDS 2022, the 24th International AIDS Conference (hereinafter referred to as “AIDS 2022” or the “Conference”), which is planned to take place in Montreal, Canada, and virtually from 29 July to 2 August 2022, with pre-conference meetings set to begin on 27 July 2022.

All references to a date or a deadline, in this and other Conference documents, refer to the Central European Time Zone (CET).

The organizer of AIDS 2022 is the International AIDS Society (hereinafter referred to as the “IAS”), a Swiss non-governmental organization with its principal office at Avenue de France 23, CH-1202 Geneva, Switzerland (Federal number CH-660.1.312.004-6).

Ordering a satellite or exhibition package

Organizations ordering an AIDS 2022 satellite or exhibition package must meet the following criteria for acceptance:

- Supporting the vision and goals of the Conference
- Addressing HIV and AIDS, co-infections or issues faced by individuals or organizations affected by or responding to the HIV and AIDS epidemic
- Reflecting Conference policies and goals of diversity and inclusion

Organizations shall not use the facilities and/or the AIDS 2022 online conference platform or permit it to be used by any employee, agent or invitee:

- For any illegal purpose or cybercrime;
- In violation of the IAS values and principles for conference participation or the IAS terms of use;
- In conflict with any applicable law, cyber security, ordinance, rule, regulation or pharma code;
• In conflict with any applicable data security and protection laws, including but not limited to the European Union General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP) or any relevant data protection regulation;
• In any manner that could vitiate the insurance or increase the rate of insurance on the facilities and/or virtual conference.

Exhibition and satellite orders

Exhibitors and satellite organizers must use the AIDS 2022 online ordering system to order an exhibition and/or a satellite symposium package. All orders placed are subject to the present AIDS 2022: terms & conditions for satellites and exhibition.

The placed order is binding and the payment is to be processed directly upon placing the order. If requested by the AIDS 2022 Satellites and Exhibition team, exhibitors and organizers will need to provide proof of payment.

Exhibition and satellite package orders will be confirmed upon receipt of the payment in full and approval of the IAS. If the IAS has not received the order and full payment before the early fee deadline, the standard fee shall apply and the order shall be charged with the corresponding surcharge.

Exhibitors with an outstanding amount will be entitled neither to start any setting up (for example, booth or virtual design, uploading documents) nor to access the exhibition (including the virtual exhibition).

Satellite organizers with an outstanding amount will be entitled neither to access the satellite services, including pre-recordings if applicable, nor to host their satellite symposium.

Exhibition orders

The AIDS 2022 Exhibition team has discretion to accept or reject exhibition applications. Exhibitors can choose between three packages: in-person booth package, in-person space-only package and virtual exhibition package.

The assignment of the in-person and virtual booths is equally at the discretion of the AIDS 2022 Exhibition team, who will reasonably endeavour to take applications in their order of filing and payment, depending always on availability and overall requirements for the exhibition. Only Major Industry Sponsors can select their booth location.

The AIDS 2022 Exhibition team has the right to revise the location and date and time of the exhibition. Changes in the duration and/or location of the exhibition does not entitle the exhibitor to cancel the booking, request a reduction of fees or to put forward a claim for any damages or costs thereby incurred.

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If the Conference reaches exhibition capacity and is unable to accept further orders or grant size increases to existing orders, a waiting list will be created. If existing exhibition organizers cancel, the AIDS 2022 Exhibition team will contact exhibitors on this waiting list on a first-come, first-served basis.

For the in-person exhibition, all booths must be continually staffed during exhibition hours. All exhibitor staff must be registered as exhibitors and wear the applicable registration badge at all times. The number of free exhibitor registrations per exhibition booth and/or space is detailed in the exhibition packages. The registered exhibitor is permitted to access the exhibition only during the official opening times as indicated in the AIDS 2022 exhibitor manual unless the AIDS 2022 Exhibition team approves in writing otherwise. If the maximum in-person Conference participant capacity is reached, the IAS reserves the right to decline or limit the number of exhibitor registrations.

Only registered Conference participants will be granted access to the exhibition.

For organizations wishing to order a virtual exhibition package, certain tax information is required according to Canadian law. This can include signing and submitting a tax declaration form and the provision of GST / HST / QST registration numbers to the AIDS 2022 Exhibition team. If applicable, this information will be requested during the account setup of the online ordering system.

**Satellite orders**

The AIDS 2022 Satellites team reserves the right to accept or reject satellite applications for any reason. If the AIDS 2022 Satellites team accepts the satellite symposium application, the satellite organizer must submit a complete satellite outline that includes presentation titles and final speaker names in compliance with the timeline and instructions provided by the AIDS 2022 Satellites team.

The scheduling of satellite symposia is at the discretion of the AIDS 2022 Satellites team, who will reasonably endeavour to take applications in their order of filing and payment, depending always on availability of the organizers’ chosen satellite symposium duration (60 minutes, 90 minutes or prime time). Only Major Industry Sponsors can select their satellite symposium slot.

The AIDS 2022 Satellite team has the right to revise the location and date and time of the satellite symposia. Changes in the date and time and/or location of the satellite symposia do not entitle the satellite organizer to cancel the booking, to request a reduction of fees or to claim for any damages or costs thereby incurred.

For a satellite symposium taking place in person, session rooms must be vacated immediately after the symposium ends. If the company or its agent fails to vacate the room on time, the AIDS
2022 Satellites team reserves the right to remove and store or dispose of the items left in the room at the company's expense.

Only registered Conference participants will be granted access to the satellite symposia.

**Payment conditions**

All prices are in USD and net. All payments have to be made in USD, using a credit card or by bank transfer (cheques are not accepted). The transmitter must prepay all bank fees and money transfer costs. Orders over USD 30,000 must be paid by bank transfer.

In case of overpayment, refund requests must be made in writing and emailed to the AIDS 2022 Satellites and Exhibition team no later than 2 August 2022. A handling fee of USD 65 will be charged. Refunds will be made after the Conference in the same form as the original transaction. For original payments made by bank transfer, the overpayment notification must indicate a bank account to which a refund should be remitted.

**Format change policy**

AIDS 2022 allows you to change the format of your package as follows until **31 March 2022, 24:00 CET**:

- An exhibition package as follows:
  - If there is a change from the in-person plus virtual exhibition package to a virtual exhibition package only, the difference will be refunded free of charge.
  - If there is a change from a virtual exhibition package to an in-person plus virtual exhibition package, the difference will be charged.

- A satellite symposium as follows:
  - If there is a change from a semi-live satellite symposium to a fully pre-recorded or fully live satellite symposium, or from a fully live satellite symposium to a fully pre-recorded satellite symposium, the difference will be refunded free of charge.
  - If there is a change from a fully pre-recorded satellite symposium to a semi-live or fully live satellite symposium, or from a fully live satellite symposium to a semi-live satellite symposium, the difference will be charged.

Other changes are not allowed.

**Conference format change**

The IAS retains the right to switch the Conference format from in-person and virtual to fully virtual, at its discretion.

**Should this occur:**

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• All satellite symposia will be run fully virtually at the same satellite symposium package price structure.
• All in-person (booth and space-only) plus virtual exhibition packages will be converted to a virtual exhibition package only and the difference refunded.

Cancellation policy

Cancellations must be emailed to the AIDS 2022 Satellites and Exhibition team at exhibition@aids2022.org and/or satellites@aids2022.org. The cancellation will not be effective until the exhibitor and/or satellite organizer receives a written acknowledgement from the AIDS 2022 Satellites and Exhibition team. Unpaid orders are equally subject to the cancellation policy charges outlined below.

A strict refund policy will apply to the cancellation of an exhibition or satellite package order:

• 50% of the total amount refunded if the cancellation is received on or before 31 March 2022, 24:00 CET
• No refund if the cancellation is received after 31 March 2022, 24:00 CET

Credit will not be given for unattended or only partially attended events.

Cancellation of AIDS 2022

If AIDS 2022 cannot be held or is postponed due to events beyond the control of the IAS (including force majeure) or due to events not attributable to wrongful intent or gross negligence of the IAS, the IAS cannot be held liable by satellite or exhibition organizers for any damages, costs, financial losses or any other losses incurred.

In these circumstances, the IAS reserves the right to either retain the entire satellite and/or exhibition amount and use it for a future conference or to reimburse the satellite or exhibition organizer after deducting costs already incurred for the organization of AIDS 2022 and which could not be recovered from third parties.

Modification of the programme

The IAS reserves the right to modify the Conference programme, which is published as an indication only.
Data protection and sharing of contact details with third parties

The IAS will collect, process transfer and store satellite and exhibition organizers data only for: (i) the preparation and execution of AIDS 2022; and (ii) the preparation of future IAS, AIDS and HIVR4P conferences. Data protection is warranted in accordance with regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“the GDPR”) and the Swiss Federal Act on Data Protection (FADP). Satellite and exhibition organizers personal data will be retained securely and only be accessible on a need-to-know basis by duly authorized persons. For further information, please read the [IAS data privacy policy](https://iasociety.org).

The data of satellite and exhibition organizers entered in the AIDS 2022 online ordering system supplied by K4Events and ExpoDoc will be shared with the IAS. That data consists of full first and last name(s), email address, organization name, organization country, organization invoicing address, organization type and tax information (where applicable).

In addition, the full first and last name(s) and email address will be shared with the following third parties:
- AIDS 2022 Registration team, c/o K.I.T. Swiss S.A, Switzerland/Germany;
- Abstract management provider - Pharma services, a business unit of documediaS GmbH, Germany;
- AIDS 2022 platform provider.

Exhibitor and satellite organizer’s appointed contractors

Exhibitors and satellite organizers assume full responsibility for all acts or omissions of all appointed contractors providing services to them. Exhibitors and satellite organizers will ensure that such appointed contractors will fully comply with the present AIDS 2022: terms & conditions for satellites and exhibition, the AIDS 2022 exhibitor manual / AIDS 2022 satellite guide and any other regulations applying for AIDS 2022. Exhibitors and satellite organizers will be exclusively responsible for any non-compliance by appointed contractors.

Content responsibility

The IAS is not responsible for the content or/and accuracy of any material presented or exhibited at a satellite symposium or in the exhibition (both in-person and virtual).

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Intellectual property / Permission to publish and share presentation materials

The satellite organizers and all active satellite participants (for example, panellists, speakers, presenters, moderators, chairs and co-chairs) grant the IAS the non-exclusive worldwide, irrevocable, perpetual and royalty-free permission to use the Presentation Materials as set forth below. It is the satellite organizer’s responsibility to obtain the written consent of all their active satellite participants in this respect.

1. The satellite organizer and all active satellite participants give their consent for all Presentation Materials:
   a. To appear in the satellite symposium (scheduled and/or on demand) during AIDS 2022;
   b. For the recording to be uploaded on the conference platform and/or the AIDS 2022 website as soon as available after the scheduled satellite symposium. The recording will be accessible to registered Conference participants for 30 days after the Conference;
   c. To be shared with the AIDS 2022 scientific media partners and registered media for their use in analysing and reporting on information presented at AIDS 2022;
   d. To be shared with the AIDS 2022 lead rapporteurs and assistant rapporteurs for their use in analysing and reporting on information presented at AIDS 2022;
   e. For the use of the session recording by the satellite organizer (if applicable);
   f. To be stored, published, downloaded, uploaded, reproduced, edited, displayed, distributed and/or otherwise used for IAS’s internal purposes.

2. The satellite organizer confirms that all their active satellite participants own the rights and have permission to: (i) use the Presentation Materials for AIDS 2022; and (ii) grant the above licence to the IAS and further confirm that the Presentation Materials do not infringe upon any third party’s rights. The satellite organizer and all active satellite participants agree to indemnify and hold harmless the IAS from any liability that may result from the use of the Presentation Materials.

Conference embargo policy

All AIDS 2022 abstracts are released to Conference participants under a strict embargo policy. A detailed breakdown of embargo procedures for different types of abstracts is available on the AIDS 2022 embargo policy page.

All Conference participants commit to adhere to this policy when they apply for Conference registration.

1 The term "Presentation Materials" includes the session and presentation recordings, all music, images, videos, voice and other sound recordings of presenters and other people in the recording, any slides, and any other material and content comprising a presentation for the satellite session.

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Satellite and exhibition content and information available

During AIDS 2022, the IAS will follow the guidance of the applicable Canadian, as well as international, laws and codes of conduct listed below:

- International Federation of Pharmaceutical Manufacturers and Associations (IFPMA) Code of Practice
- IFPMA/EFPIA/PhRMA Joint Guidance on Virtual International Medical Congresses Impacted by COVID-19
- European Federation of Pharmaceutical Industries and Associations (EFPIA) Code of Practice
- Innovative Medicines Canada (IMC) Code of Ethical Practices
- Innovative Medicines Canada (IMC) Guidance regarding ethical considerations for returning to in-person interactions with healthcare professionals in the context of COVID-19
- Innovative Medicines Canada (IMC) Note for guidance on virtual interactions with healthcare professionals
- Health Canada Compliance and enforcement policy for health products
- Canadian Medical Association (CMA) Code of ethics and professionalism

All satellite symposia and exhibition content and information available to Conference participants must be non-promotional. It is the satellite and exhibition organizer’s responsibility to ensure compliance with all relevant codes of conduct and/or applicable laws.

To lead to more transparency during AIDS 2022 and ensure compliance with the above-mentioned regulations, the IAS may display the healthcare professional status of the delegates on the registration badge for the in-person component of the conference.

Photo and video consent

In view of the fact that the events related to AIDS 2022 will be filmed and photographed, all satellite organizers and exhibitors hereby agree that, by participating in the Conference, images and/or voices may be recorded and published or broadcast through different media.

Liability

The liability of the IAS - for whatever reason - shall be limited to intent or gross negligence and is hereby excluded for:

- Any damage caused to exhibitors’ or satellite organizers’ property or personnel, including staff, visitors, clients, set up and dismantling crews, acting agent or other third parties
- Any damage or losses arising out of or related to any and all rigging from or to the physical structure of the Conference venue or any fixture thereto, and all other set-up and/or alterations at or to the Conference venue

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- The loss or theft of any belongings during the period of the Conference, including build-up and dismantling
- Any misuse of data or any intellectual property or cybercrime resulting from the participation in the virtual Conference
- Any damages related to access to or the malfunction of the virtual conference platform in case of any technical failures, breakdown or for any other cause beyond the control of the IAS.

All exhibitors and satellite organizers are obliged to purchase and maintain their own insurance policies through the term of AIDS 2022, including any set-up and dismantling times, against any and all risks incurred in an in-person and virtual event. The AIDS 2022 Satellites and Exhibition team can request this proof at any time onsite. If an exhibitor or satellite organizer is not able to provide the required insurance certificate, permission to access the exhibition hall and/or session room and/or the virtual platform will not be granted and no refund will be issued by the IAS. The insurance has to cover any theft, damage to property and personnel, including set up crews, during the entire time of the exhibition and/or satellite, including move-in, exhibition and/or satellite and move-out days.

Should the premises be destroyed or damaged by fire or by any other cause, or if any circumstances whatsoever, including strikes, makes it impossible for the IAS to permit any satellite organizer(s) and/or exhibitor(s) to occupy the premises, no reduction in costs or refunds shall be applicable. The IAS is released from any kind and all claims for damage that might arise in consequence thereof.

Should the virtual conference platform become inaccessible in case of any technical failure, breakdown or any other cause, no reduction in costs or refunds are applicable. The IAS is released from any kind and all claims for damage or losses that might arise in consequence thereof.

**Indemnification**

Exhibitors and satellite organizers agree to indemnify, defend and hold harmless the IAS, and each of its directors, members, officers, agents, employees, affiliates, and subsidiaries, from and against any and all liabilities, damages (including cybercrime and copyright infringement), actions, causes of action, costs, losses, claims, and demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys’ fees, and all other costs, fees, expenses and charges arising out of or resulting from any breach of the present AIDS 2022: terms & conditions for satellites and exhibition.

**Waiver of claims and warranty**

Exhibitors and satellite organizers assume full responsibility to safeguard online materials owned or used by the exhibitors and satellite organizers.

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Compliance with laws

Exhibitors and satellite organizers shall, at their own expense, promptly comply and cause its employees, agents, contractors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements and to conform in all respects with laws, rules and regulations applicable to Montreal, Canada, and AIDS 2022.

Repair and return of facilities

Exhibitors and satellite organizers shall return the authorized and rented areas in the Conference venue to the IAS in the same condition as received. The satellite organizer and/or exhibitor is fully responsible for any costs to repair or replace any property at the Conference venue that is damaged or lost and to replace any damaged goods of any third party during the term of AIDS 2022, including move-in and move-out costs, if these are caused by a satellite organizer and/or exhibitor and/or their agents, contracted staff or an employee or person hired on their behalf.

Evacuation of facility

If it becomes appropriate in the judgement of the IAS or the Conference venue representatives to evacuate the premises for reasons of public safety, then, after such evacuation, exhibitors and satellite organizers may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with other commitments of the IAS. If it is not possible to complete presentation of the event, no refund will be possible.

Governing law & arbitration

These terms & conditions for satellites and exhibition shall be governed and construed in accordance with the laws of Switzerland, without regard to choice of law rules.

Any dispute, controversy or claim arising out of, or in relation to, these terms & conditions for satellites and exhibition including the validity, invalidity, breach or termination thereof shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Center in force on the date that the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English. The arbitration shall be conducted in accordance with the provisions for expedited procedure.

Click here for further information on the IAS’s copyright, disclaimer and privacy policies.

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