

## **GENERAL CONDITIONS PARTICIPANTS EFPRA CONGRESS 2024**

### **Article 1 - Definitions**

In these general conditions the following words shall have the following meanings:

**Darling Ingredients International Rendering and Specialties B.V. and Ten Kate Vetten B.V.**, hereafter together **Organizer**, as well as any person or legal entity and their authorized representatives with whom the EFPRA Congress 2024 is jointly organized.

#### **Participation agreement**

The agreement whereby Organizer offers the opportunity, for a certain period and under certain conditions, to participate in the EFPRA Congress 2024 organized by Organizer.

#### **Participation conditions**

The conditions that apply for the EFPRA Congress 2024 as described in the congress brochure and any other publications about the EFPRA Congress 2024.

#### **Application form**

The form, provided it has been filled out and authorized by the participant, is considered to be an irrevocable offer by the participant to participate in the EFPRA Congress 2024.

#### **Participant**

Any person or legal entity who/which has entered into an agreement with Organizer by means of a participation agreement.

#### **Event**

The EFPRA Congress 2024.

### **Article 2 - Scope**

1. This agreement is deemed to be an integral part of the participation agreement for the EFPRA Congress 2024 as concluded between the participant and Organizer.
2. Deviations from this agreement or the complete or partial exemption from any of the prohibitions or obligations specified in this agreement shall only apply if such deviation or exemption is stated in writing and signed by Organizer, and/or if a supplementary agreement has been entered.
3. Third parties who have not entered into a participation agreement cannot derive any rights from this agreement.

### **Article 3 – EFPRA Congress 2024**

1. The Organizer reserves the right to alter the dates, times and site of the EFPRA Congress 2024 as listed in the conditions of participation or to cancel the EFPRA Congress 2024 always, if this is a consequence of exceptional circumstances which have arisen through no fault of their own, without this giving the participants any right whatsoever to claim compensation from the organizers for any damages, in whatever form or for whatever reason such damages may have arisen.

2. Changes in dates, times and site such as referred to above do not give participants the right to completely or partially cancel their applications.
3. Under no circumstances can a participant claim any right to compensation from Organizer for damages because of a decision such as described in paragraph 1 of this article.
4. Organizer reserves the right to ask any additional information from visitors and participants.

#### **Article 4 - Participation**

1. During the agreed period the participant has the right of access to the space in which the EFPRA Congress 2024 is held. This right is granted through a participant's badge. The participant's badge is strictly personal.
2. Moreover, the participant has the right to receive the congress proceedings, if published, of the relevant event.
3. The participant only has the right to attend the sessions and/ or meetings organized during the EFPRA Congress 2024 for which participant has registered. Participant has no right to participate in sessions or meetings that are open on invitation only.
4. In the case of cancellation at his own request, reimbursement of payment to the participant is not possible. The participant can appoint another person as participant.
5. If the participant does not attend the EFPRA Congress 2024, he will retain his right to receive the congress proceedings, if published, provided that Organizer has received the full amount due for participation.

#### **Article 5 – Application**

1. The application to participate in a session of the EFPRA Congress 2024 must be submitted on an application form which is made available to the participant. If this form is authorized by an employee who is not empowered to commit the participant concerned, Organizer will consider this to be the authorization of an authorized person and will therefore require the participant to accept all consequences arising from this application.
2. Filling out and submitting the application form is deemed to be an irrevocable offer by the participant to participate in the EFPRA Congress 2024. This offer shall be deemed accepted by Organizer.
3. The fee as paid under article 6 is non-refundable even when participant does not participate in the EFPRA Congress 2024 or a session for which the participant has registered, pursuant to paragraph 3 of article 4.

## **Article 6 – Participation Fee**

1. The participation fee is payable in one instalment.
2. If a participant has not paid the amounts due within the specified period, the Organizer retains the right to refuse him access to the EFPRA Congress 2024, without prejudice to the Organizers right to claim full payment of these amounts.
3. In the situation as referred to under paragraph 2 of this article, no restitution can be claimed of amounts already paid.
4. Payments which the participant claims he is due from Organizer may not be offset against the payments which are owed to Organizer by the participant. Neither can the participant claim a right to suspend performance in respect of such payments.

## **Article 7 – Prohibitory Provisions**

Without the written permission of or on behalf of the Organizer, the participant is not permitted to:

- a) Conduct a survey amongst the visitors and participants of the EFPRA Congress 2024 within the venue used for the EFPRA Congress 2024 or on the surrounding grounds or premises.
- b) Carry out activities which, in the opinion of the Organizer, cause damage or negatively affect the EFPRA Congress 2024 as a collective manifestation, even if these activities are not directed at one or more specific participants or groups thereof. All this insofar as the activities cannot be regarded as customary in normal competitive relationships.

## **Article 8 – Liability, indemnification and insurance**

1. The participant will participate in the EFPRA Congress 2024 at its own risk and expense.
2. The Organizer, managers, their authorized representatives and the staff of the venue where the EFPRA Congress 2024 is held, cannot be held liable for any damages, of whatever nature, occurring as a result of damage to or loss of goods, nor for any damages arising from any other defects in the accommodation or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever.
3. The participant is liable for and is obliged to take out insurance against all damage of whatsoever nature or harm occasioned to persons working for the Organizer and/or the staff working at the venue, and he is required to indemnify the Organizer and the staff of the venue from all claims which others may exercise against the Organizer and/or the staff of the venue.
4. Organizer can accept no liability for damage or loss, under whatever name, whether suffered directly or indirectly by the participant, including damage due to theft, destruction or whatever other cause, if this damage or loss is caused by third parties.

5. Organizer is not liable for any damage, of whatsoever nature and under whatever title, suffered directly or indirectly by the participant, including consequential losses and damage because of theft, vandalism or whatever other cause, if such damage is caused by third parties.
6. The participant shall indemnify Organizer against all claims made by third parties for damage, of whatsoever nature and under whatever title, caused by the participant himself.
7. The participant shall indemnify Organizer against all claims from third parties, for damage or loss, under whatever name, caused by the participant himself.

#### **Article 9 – Use of personal data, data protection and intellectual property**

1. Organizer reserves the right to photograph and videotape sessions and meetings at the EFPRA Congress 2024 and to use this in any internal and external communication referring to the EFPRA Congress 2024. By registering the participant consents to such uses.
2. By registering to this event, the participant agrees that its personal data will be processed by the EFPRA Congress 2024, for registration and handling purposes, to be included in a participants list which will be issued to all participants of the EFPRA Congress 2024 and to send the participant information in connection to the EFPRA Congress 2024. If the participant does not submit the data indicated as 'required', the Organizer cannot complete the registration. The participant has the right to access and rectify its personal data by contacting the Organizer by email to [info@efpra2024amsterdam.com](mailto:info@efpra2024amsterdam.com).
3. By registering to the EFPRA Congress 2024, the participant is allowing the Organizer to communicate with you via email.
4. All materials provided for the EFPRA Congress 2024, are the property of the Organizer. No content in whole or in part of the EFPRA Congress 2024 materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of the Organizer.

#### **Article 10 – Maintaining Order during EFPRA Congress 2024**

1. The Organizer is entitled, without any legal intervention, to take one or more of the following steps and measures, if necessary, at the expense of the participant, against any participant who acts contrary to any of the provisions of this agreement or the participation conditions or who fails to comply with any instruction issued by or on behalf of the Organizer:
  - a) to withdraw the participant's badge issued to him and to deny that person involved access to the EFPRA Congress 2024 with immediate effect.
  - b) to exclude the participant involved from participation in any events to be organized in the future.
2. If the participant fails to comply with any regulations, conditions or instructions Organizer has given or will give, then Organizer is entitled to take the necessary measures at the expense and risk of

the participant, to ensure that such regulations, conditions or instructions will be fulfilled, or to exclude the participant from the EFPRA Congress 2024

#### **Article 11 - Disputes**

1. All disputes arising between Organizer and a participant regarding the participation agreement, this agreement, or any other agreement which was entered by the parties, shall be decided by the competent court in accordance with the laws of the Netherlands.