

EMERGENCE GENERAL TERMS AND CONDITIONS OF SALE

General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply, without restriction or limitation, to all the services offered by EMERGENCE from its website <https://www.emergencepc.com/>;

ARTICLE 1- SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or limitation, to all the services offered by EMERGENCE. Registration for any event organised by EMERGENCE implies prior acceptance of these general conditions by the healthcare professional or by the company or organisation responsible for the registration of the said healthcare professional (either of which is hereinafter referred to as the "Participant"), including in the case of registration by means of a certificate of funding for continuing professional education, which is equivalent to an order form. Registration implies acceptance of the general conditions.

ARTICLE 2 - PRICES

The prices are indicated in euros, all taxes included. EMERGENCE reserves the right to modify its prices at any time. The services are always charged on the basis of the rates in force at the time the order is registered. Prices may be increased from a date indicated, as the date of the event approaches.

ARTICLE 3 - REGISTRATIONS

Registrations can be made on the website of the Congress, the Exhibition or the Training Course (hereinafter referred to as "the Website") or by post, by returning the filled-in registration form to: EMERGENCE, 3 allée Nicole Girard Mangin, 44200 Nantes. In case of cancellation or absence of the Participant, the registration is considered as final and must be paid in full.

ARTICLE 4 - PAYMENTS

The payment or the certificate of payment for continuing professional training must be received prior to the date of the event (except in the case of continuing professional training if the registration invoice is issued at the end of the training). Payment shall be made:

Either by cheque payable to EMERGENCE, on the back of which will appear the full names of the registrants / name of the establishment, sent to the address mentioned in article 4 of these General Terms and Conditions of Sale;

Either by bank transfer;

Or by credit card (online payment when available).

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When mentioned on the online registration form, payment shall be made exclusively by credit card.

ARTICLE 5 - POSTPONEMENT AND CANCELLATION

EMERGENCE reserves the right to cancel (in case of force majeure) or postpone the event, retaining the registration fee paid by the Participant for the initial date. EMERGENCE will inform the Participant within a reasonable time and at the latest fifteen days before the event. If the Participant is unable to attend the new dates, they will inform EMERGENCE in writing within seven clear days following the notification of the postponement.

Article 6 - FORCE MAJEURE

Events such as war, flood, fire, strike, blockage of means of transportation, epidemic, earthquake, bad weather, administrative prohibition, and more generally, any event qualifying as such within the meaning of Article 1218 of the Civil Code, will be considered as force majeure. In the event of force majeure making it impossible to hold the event on the date and at the venue planned, it may be postponed or cancelled, at EMERGENCE's discretion. EMERGENCE will inform the Participant of the occurrence of the event within seven days, indicating its choice, cancellation or postponement, and if applicable the date of postponement. The payments made will be retained by EMERGENCE. No credit note will be issued. EMERGENCE cannot be held responsible.

ARTICLE 7 - LIABILITY

EMERGENCE's liability is strictly limited to the registration price. It cannot be held responsible for any indirect damage suffered by the Participant (loss of earnings, transportation, accommodation or catering costs, etc.).

ARTICLE 7 - PERSONAL DATA

The digital processing of the personal data collected is intended to manage registrations, draw up invoices and certificates of attendance. The data (gender, surname, first name, e-mail address, telephone number, occupation and professional contact details) are collected with the consent of the Participant, for contractual purposes. They are kept for 5 years, starting from each registration. The fields followed by an asterisk must be filled in. If the information requested is not filled in, the registration cannot be completed. This data will not be transferred to a country outside the European Union and more generally will not be communicated, free of charge or with compensation, to a third party.

EMERGENCE uses this data to send a scientific programme to the Participant the following year.

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The following data: Surname, First Name, Position, Institution and City, belonging to the participants who have validated their registration, are sent to the Official Commercial Partners of the Congress.

The RPPS number (Shared Register of Healthcare Professionals) of the registered person is provided to the partners when the participant participates in a session offering a benefit in kind, subject to compliance with the laws relating to the DMOS (Diverse Social Measures) (Decree No. 2020-730 of 15 June 2020 relating to benefits offered by manufacturers or traders of health products or services). Information such as telephone number and email address are provided to the Congress commercial partners only after the approval of the registered participant and according to the information provided by the registered person on the Congress form. In accordance with the French Data Protection Act, you have the right to ask EMERGENCE, at contact@emergencepco.com, for access to your personal data, to rectify or delete them, or to limit their processing, as well as the right to oppose the processing and the right to portability of your data. You are also entitled to lodge a complaint with the CNIL (French Data Protection Authority).

ARTICLE 9 - INTELLECTUAL PROPERTY

All files, texts, comments, illustrations and images reproduced on the Website are reserved under copyright and intellectual property law by their owners and for the whole world. In this respect, and in accordance with the provisions of the Intellectual Property Code, any total or partial reproduction of the website of the Congress or the Training Course for purposes other than its intended use and/or its elements is strictly prohibited.

ARTICLE 10 – IMAGE RIGHTS

In accordance to image rights, the participant authorizes the organizer to take photographs, videos or digital recordings during the event. Images may be exploited and used in all forms and media (website, congress application, social networks, etc.).

ARTICLE 11 - CUSTOMER SERVICE

For any information or question:

By e-mail: contact@emergencepco.com

By phone: +33 (0) 2 40 86 76 79

ARTICLE 12 – APPLICABLE LEGISLATION

The legislation applicable to these General Terms and Conditions is the French legislation.