

# WMS Congress Limited – VIRTUAL CONGRESS 2021 REGISTRATION TERMS AND CONDITIONS

## 1. Preamble and Acceptance of these Terms and Conditions

WMS Congress Limited (**WMS Congress**) will be hosting the Event on behalf of the World Muscle Society.

Each Participant will be deemed to have accepted and agreed to these Terms and Conditions (to the exclusion of any other terms that any Participant seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing), when any of the following events occurs:

- You register for an Event and make payment of the registration fee if required by virtue of your membership category (**Registration Fee**);
- You purchase a ticket for an Event; or
- You attend an Event.

At which point an agreement will be formed between the Participant and WMS Congress (**the Agreement**).

## 2. Definitions

The following definitions and rules of interpretation apply in relation to this Agreement:

**Abstract:** the short submission submitted by a Participant for consideration by the Programme Committee with a view to potentially being shared in either as an oral presentation or poster presentation during an Event.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Congress Secretariat:** means Azura Events Limited (Company No 08864629) with its registered address at The Old Cider Press, 5 The Quay, Tuckenhay, Devon, England, TQ9 7EQ.

**Pre-Congress Teaching Course:** any associated course laid on by WMS Congress before WMS Congress 2021, at which Speakers are invited to speak and present on specific topics.

**Consent Form:** the 'Presentation Recording Consent Form' governing the future use of any recordings of Speakers at an Event.

**Content:** means the content and material in whatever form, whether written, verbal, oral or otherwise shared by a Speaker at an Event.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time, which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Events:** means WMS Congress 2021 and any Pre-Congress Teaching Course.

**Force Majeure Event:** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) acts, omissions or delays in acting by any governmental authority;
- (d) terrorist attack, civil war, civil commotion or riots, war, acts of war (whether declared or not), (e) threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, insurrections, riots or civil commotions;
- (f) nuclear, chemical or biological contamination or sonic boom;
- (g) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (h) collapse of buildings, fire, explosion or accident;
- (i) any labour or trade dispute, strikes, industrial action or lockouts;
- (j) non-performance by WMS Congress' subcontractors; and
- (k) Interruption or failure of utility service, including a general breakdown of the internet or technologies supporting the Platform.

**Heightened Cybersecurity Requirements:** any laws, regulations, codes, guidance (from regulatory and advisory bodies whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Participant (but not WMS Congress) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Kenes:** Kenes International Organizers of Congresses SA, a company organised and registered under the laws of Switzerland under registration number CH 660-0925999-0 whose registered office is at Rue François-Versonnex 7, 1207 Geneva, Switzerland.

**Participant:** means any persons

- a) actually in attendance at the WMS Congress 2021 or any Pre-Congress Teaching Course, which, for the avoidance of doubt will include all Speakers; or
- b) named on the registration or booking form for WMS Congress 2021 or any Pre-Congress Teaching Course.

**Personal Data:** as defined in the Data Protection Legislation.

**Platform:** a virtual congress platform provided by Kenes (whether its own proprietary platform or procured by Kenes from a third party of Kenes' choice) for the purposes of conducting the WMS Congress 2021.

**Programme Committee:** the committee made up of members of the WMS Executive Board, previous and future congress hosts and experienced WMS members involved in the selection of the Speakers, and reviewing the Abstracts submitted by Participants with a view to organising the programme to be implemented in the Events.

**Speakers:** any individual given prior invitation to speak in a professional capacity on a specific topic at an Event.

**Sponsors:** means any party that provides sponsorship to WMS Congress in connection with the Events.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Virus:** anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

**WMS Congress 2021:** the 26<sup>th</sup> annual congress, organised by WMS Congress, and to be held on behalf of, and for the overall benefit of the World Muscle Society between 20<sup>th</sup> and 24<sup>th</sup> September 2021 via the Platform.

### **3. Registration**

- 3.1 Participants may register for an Event by completing the registration form at <https://www.wms2021.com/page/registration>.
- 3.2 Shortly after completion of the registration form a Participant will receive a confirmation receipt in writing ("in writing" for the purpose of this Agreement includes by e-mail or letter) confirming their booking for the relevant Event.
- 3.3 Not less than a 2 Business Days before the relevant Event, Participants will be provided with joining instructions and credentials for the relevant Events and how to log-on to the Platform.
- 3.4 The Participant is required to inform the Congress Secretariat in the event that a confirmation receipt as outlined in 3.3 above is not received by the timeframe outlined, and WMS Congress accepts no liability for a Participant failing to attend Events.
- 3.5 Participants will be required to hold valid credentials in order to log-on to the Events. It is the duty of the Participant to check the joining instructions and credentials once received, and WMS Congress accepts no liability for any errors within the joining instructions and credentials.

### **4. Methods of Payment**

- 4.1 If a Registration Fee is due by a Participant, at the time of registration full payment shall be made by credit/debit card.

- 4.2 Payments are accepted in Sterling GBP only, any currency conversion costs, or other charges incurred in making the payment or in processing a refund shall have to be borne by the participant.
- 4.3 Payments can only be made online using the payment methods offered by the payment provider PayPal (following such payment the transaction on your statement will show as "WMS CONGRESS LIMITED"), and your use of the PayPal platform will be governed by such terms as are in effect.

## 5. Cancellation Policy and Amending Bookings

- 5.1 Notice of cancellation must include all details required to make a refund where a Registration Fee has been paid, and must be made in writing and sent to the Congress Secretariat at the following address:

[registration@worldmusclesociety.org](mailto:registration@worldmusclesociety.org)

- 5.2 Following receipt of a cancellation notice, the Congress Secretariat will confirm acceptance, and, if a Registration Fee has been paid, shall, following the conclusion of the WMS Congress 2021, process a refund of the Registration Fee less a 20% administration fee per registered person for cancellations received on or before 1<sup>st</sup> August 2021.
- 5.3 No refunds will be made for cancellations received after 1<sup>st</sup> August 2021.
- 5.4 Participants who do not attend WMS 2021 will be responsible for the full registration fee. No refund will be given for unattended events or early termination of attendance.
- 5.5 A Participant's registration to attend an Event may only be changed, replaced or refunded at WMS Congress' absolute discretion, provided that WMS Congress will permit a Participant to be substituted by an alternative individual subject to 10 Business Days' notice being given, along with full details of the individual (**Substitute Participant**).
- 5.6 Where a Substitute Participant appointed under clause 5.5 would have otherwise been liable to pay a Registration Fee if registering in the first instance, they shall:
- (i) If the Participant that they are replacing had not paid a Registration Fee, pay the Registration Fee in accordance with these terms, plus an administrative fee of 20% of the relevant Registration Fee; or
  - (ii) If the Participant that they are replacing had paid a Registration Fee, pay the additional administrative fee of 20% of the relevant Registration Fee.

Following such payment, the Substitute Participant will be bound by these Terms and Conditions as though they were a Participant and a party to the Agreement, and as though they gave their consent when registering for the Events (as referenced under clause 8.4).

- 5.7 In cases where the Abstract submitted by a Participant through the online system is not accepted during the Programme Committee review process in May 2021 and therefore not awarded an oral or poster presentation during the congress, Participants will be contacted promptly after the relevant meeting of the Programme Committee, and any Registration Fee paid by the Participant will be reimbursed in full if requested.

## 6. Delivery of the Events

- 6.1 Subject to the provisions of these Terms and Conditions, WMS Congress will use reasonable endeavours to ensure that the Events take place and are delivered in a format that maximises their utility for Participants. To this end, WMS Congress has

engaged the services of Kenes to provide certain software and services to assist with the Events and their being held virtually on the Platform (**Software and/ or Services**), and the participant acknowledges that its use of the Software and Services will be subject to the terms of use with Kenes.

6.2 WMS does not warrant that:

- (i) the Participants use of the Platform, Software and Services will be uninterrupted or error-free; or
- (ii) the Platform, Software or the Services will be free from Vulnerabilities or Viruses; or
- (iii) the Platform, Software or Services will comply with any Heightened Cybersecurity Requirements.

6.3 In the running of the Events, WMS Congress is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Participant acknowledges that the Events may be subject to limitations, delays and other problems inherent in the use of digital communications facilities.

## **7. Cancellation of the Congress**

7.1 In case that the WMS Congress 2021 cannot be held or is postponed due to a Force Majeure Event, or such other events beyond the control of WMS Congress, WMS Congress accepts no liability to any Participants for any damages, costs, or losses incurred, such as financial losses or any other consequential losses.

7.2 In the event of a Force Majeure Event occurring, WMS Congress may choose to cancel the WMS Congress 2021, and in such instances will reimburse any Registration Fees paid by Participants after a deduction is made for costs incurred by WMS Congress, the Congress Secretariat, Kenes, or the World Muscle Society in preparation for the WMS Congress 2021.

7.3 Notwithstanding clauses 7.1 and 7.2, WMS Congress reserve the right if a Force Majeure Event occurs to change the format and/or dates for the WMS Congress 2021, and to hold the event in a different format and/or on other dates (**Replacement Event**) as near to the original dates as possible without any liability to the Participants. The Replacement Event shall take place within 12 months of the original dates for the WMS Congress 2021, and the Participant will be able to carry over any Registration Fees paid in relation to the WMS Congress 2021 to the Replacement Event.

## **8. Privacy**

8.1 In the course of registering for the Events, certain information provided by the Participant will be shared with third parties, and otherwise retained for such time as is necessary only for the holding of the Events.

8.2 Provided always that WMS Congress will only forward such information as is necessary for the proper delivery of the Events such that WMS Congress complies with the applicable Data Protection Legislation, or other applicable data protection legislation, and complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred, Participants' information will be shared with the following third parties for the following purposes:

- (i) with the Congress Secretariat in their role in assisting with the preparation and hosting of the Events;

- (ii) with Kenes for the purposes of on boarding the Participant to the Platform, as required so as to be able to provide the Software and Services;
  - (iv) with the World Muscle Society for the purposes of clarifying membership status and establishing the extent of any Registration Fees payable;
  - (v) certain Content may be shared with Sponsors, but only where such Content is covered under the terms of a Consent Form (and the identity of these Sponsors will be confirmed with you in writing in advance of the information being shared with them);
  - (vi) with third party companies engaged to provide social events during, or otherwise contribute to the WMS Congress 2021 (and the identity of these third party companies will be confirmed with you in writing in advance of the information being shared with them).
- 8.3 Speakers who have actively accepted the terms of the Consent Form at the registration stage, will, in addition be bound by the terms of the Consent Form, until such time as they revoke this consent by providing written notice to WMS Congress advising of their objection.
- 8.4 When registering for the Events, all Participants will have given consent for certain Personal Data to be publicly accessible and displayed on the delegates list on the Platform, and will have confirmed their approval to publicly display their name and Intellectual Property Rights on the internet and to print photographs of the event where the Participant may be represented. The Participant may at any time revoke this approval by confirming such revocation in writing to the Congress Secretariat which will result in the Registration being cancelled, and such revocation will be treated as a cancellation notice under clause 5.2, and the provisions of that clause will apply.

## **9. Liability**

- 9.1 Except in the case of death or personal injury caused by WMS Congress' negligence, the liability of WMS Congress under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Registration Fee paid or due to be paid by the Participant Client to WMS Congress under this Agreement.
- 9.2 WMS Congress, its legal agents or its vicarious agents shall not be held liable under, arising out of or in connection with this agreement, in contract, tort or howsoever arising, for any damage, loss of profits, business or goodwill, or any other loss or for any indirect or consequential loss except in cases of intent and gross negligence. WMS Congress is liable without limitation for any injury of life, body or health, based on negligent actions of WMS Congress.
- 9.3 WMS Congress provides no guarantees or warranties of any kind (express or implied) as to the Content, and such information is provided on an "as is" and "as available" basis, and WMS Congress will be indemnified in full by the relevant Speaker against any liability arising to a third party by virtue of the Content infringing the Intellectual Property Rights of any third party, or infringing any Data Protection Legislation.
- 9.4 WMS Congress does not accept any liability arising from any inaccuracy or omission in the Content or, to the fullest extent permitted by law, arising from any infringing, defamatory or otherwise unlawful material in the Content or any communications of the Speakers and Participants during an Event.

## **10. Notices**

- 10.1 Any notice or other communication given to a party under or in connection with the agreement created under this Agreement shall be in writing (which for the avoidance of doubt includes email) and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or home address (in any other case); or
  - (ii) sent by email to the address specified in the registration form for the Participant, or to WMS Congress at: [office@worldmusclesociety.org](mailto:office@worldmusclesociety.org)
- 10.2 Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.2(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 10.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **11. General**

- 11.1 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing by the Participant and WMS Congress (which for the avoidance of doubt will include email), with reference being made to this clause and the fact that the relevant clauses are being amended and/or varied in accordance with this clause.
- 11.2 Subject to clause 5.5, and the following sentence, neither the Participant nor WMS Congress may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.
- 11.3 Save as otherwise provided, this Agreement constitutes the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly included within this Agreement. Nothing in this Agreement excludes liability for fraud.
- 11.4 No failure or delay by WMS Congress in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 11.5 The agreement created under this Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for under this Agreement. Neither the Participant, nor WMS Congress will have, nor represent that they have, any authority to make any commitments on the other party's behalf.

- 11.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

## **12. Applicable Law and Jurisdiction**

- 12.1 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.