

# EUMW 2020 Terms & Conditions of Registration as an Attendee

## A. Registration

**1. Nature of Terms and Conditions** - These terms and conditions ("Terms") govern your registration as an EUMW Attendee and the terms and conditions upon which you are permitted entry to the EUMW Event as an Attendee. A description as to what an Attendee is entitled to by virtue of registration as a particular category of visitors is set out in EUMW's website, [www.eumweek.com](http://www.eumweek.com). No other terms and conditions shall apply and all other terms, representations and warranties relating thereto whether verbal or in writing are hereby expressly excluded. EUMW advises that you print these Terms and Conditions and keep a copy safe once your application has been accepted by EUMW. You are advised to read (and are responsible for reading) these Terms. Your application to register as an attendee constitutes your confirmation that you have read the Terms and that you accept and abide by them. Where you sign on behalf of a company, organisation or other legal entity, you confirm and warrant that you are authorised to sign on that entity's behalf. For the avoidance of doubt, these Terms do not regulate the contract between an exhibitor and EUMW, separate terms and conditions applying to such arrangements.

**2. EUMW, Aventri, the Event and Attendee** - In these Terms (unless the context otherwise requires) (a) "EUMW" means European Microwave Week. The EUMW website is: [www.eumweek.com](http://www.eumweek.com). EUMW is owned by the European Microwave Association (EuMA), Rue Louis de Geer 6, B-1348 Louvain-la-Neuve, Belgium. EUMW comprises a conference part and an exhibition. The conference part is held by EuMA, the exhibition by Horizon House Publications, 16 Sussex Street, London, SW1V 4RW, UK, which is also the organizer for the conference. Point of contact for questions regarding registration is Horizon House Publications (address see above), Tel: +44 (0) 20 75968700 Email: [jmills@horizonhouse.co.uk](mailto:jmills@horizonhouse.co.uk) (opening hours 9am to 5.30pm GMT Monday to Friday (excluding bank holidays)). For the avoidance of doubt, (b) Aventri operates registration services relating to the Event on behalf of EUMW and are authorised to act on behalf of EUMW in the exercise of EUMW's obligations, rights or discretion hereunder, but are not a party to the contract between EUMW and you. (c) "Event" means the 2020 EUMW Event to be held in Jaarbeurs, Utrecht, The Netherlands for which you register as a Delegate or Visitor hereunder and to be held on such dates as are set out in the EUMW website or as may be notified from time to time. (d) "Attendee" means anyone attending the 2020 European Microwave Week held in Jaarbeurs, Utrecht.

**3. Right to refuse to register or to enter the Event** - EUMW reserves the right in its entire discretion to refuse to register any person as an Attendee without liability and without giving reasons as well as refusing any person entry to the Event as set out elsewhere in these Terms. A mere application to register as an Attendee does not give any person the right of entry to the Event as an Attendee even if such application is confirmed by EUMW.

**4. Payment of Relevant Fee** - Payment of the relevant fee (if any) must be received by EUMW, or its nominated agent, at or prior to the time of application. Failure to pay the relevant fee will invalidate any Attendee registration. EUMW reserves the right to specify the payment method required on a case-by-case basis.

**5. Credit Card & Debit Card details** - If payment is made by credit or debit card, EUMW will use all reasonable endeavours to keep your credit or debit card details secure by EUMW and/ or its nominated agents appointed to process such payments on behalf of EUMW. Please note that EUMW complies with the Payment Card Industry Data Security Standards. Where payment is made by credit or debit card, any refunds made in accordance with these Terms shall only be made to the credit or debit card used to make payment for the registration.

**6. No Children under 16** - No children under the age of 16 may register as an Attendee or be admitted to the Event, except at the discretion of EUMW.

**7. No refunds except in accordance with these terms** - No refunds will be made to an Attendee who is refused entry to the Event. Other than as set out in these Terms, Attendees are advised to consider whether a visa for entry into The Netherlands is required (and if appropriate apply in advance) as (inter alia) no refunds can be made if an Attendee is unable to attend the Event for reasons connected to failure to obtain correct visa or other entry papers.

**8. Refund eligibility** - Refunds may be made to conference / workshop registered attendees when cancellations are made as follows:

- Full refund 60 days before start of event
  - 50% refund 30 days before start of event
  - No refund less than 30 days before start of event
- For EUMW 2020 refunds due to Covid-19-related circumstances, you are referred to the extended conference refund policy as written down at [www.eumweek.com](http://www.eumweek.com)

**9. Cancellation** - You can cancel your order by sending the notice of cancellation by email to [eumwreg@aventri.com](mailto:eumwreg@aventri.com) ensuring that you quote your name, address and your registration reference code. For the avoidance of doubt, if no notice of cancellation is received no refund can be made. There is an option to transfer the registration into a colleague's name to avoid the cancellation fees.

**10. Mode of Refunds** - Once EUMW receives notification from you that you wish to withdraw from the contract (in accordance with these Terms) the appropriate refund will be credited to the credit or debit card account that was used for the purchase as soon as reasonably possible and in any event within 30 days after receipt of your cancellation notification as referred to in point 9.

### 11. Data Protection

a) In registering for the Event you consent to the transfer of any data you may supply to EUMW as part of your registration as an Attendee at the Event generally to third parties strictly related to EUMW (in accordance with our privacy policy which can be viewed when you register and also at [www.eumweek.com](http://www.eumweek.com)).

b) Scanning your badge on a (badge scanner) or by allowing your badge to be scanned by an exhibitor or sponsor, is tantamount to handing over your business card. You will be providing the exhibitor or sponsor with your personal contact data (as disclosed when registering). In doing so, you consent to this personal data being transferred and accept that this exhibitor or sponsor may contact you about their products or services. You agree that this partner or sponsor may transfer your data outside of the European Economic Area for these purposes and consent to such a transfer. You also understand and agree that your personal data may be held and used by the organiser of this event, and any third party hosting provider acting on its behalf, in order to stage the event and analyse visitor traffic with a view to improving the event experience for its participants.

c) You have the right to opt-out of any connection with EUMW at any time. Please see [www.eumweek.com](http://www.eumweek.com) for more information.

**12. Use of Email** - You agree that e-mail can be used as a means of communication between EUMW and you. You must check the email confirming your booking, with EUMW being informed of any inaccuracies or omissions.

**13. Variation of Terms** - These Terms may be varied by EUMW from time to time and you are advised to check the terms and conditions applicable to your registration on [www.eumweek.com](http://www.eumweek.com). EUMW will publicise any change to the terms and conditions within the privacy policy located on its website. Any such change shall be binding on you from the date of publication. Any such variation of the Terms may include any rules or regulations imposed on EUMW or the Event by the owner of the Event's venue (including Jaarbeurs) or any relevant authority or governmental agency.

## B. Terms and Conditions of Entry to EUMW

**14. Admittance times etc** - Attendees are admitted to the Event on such days and at such hours as EUMW shall from time to time determine.

**15. Right to refuse admission etc** - EUMW reserves the right to refuse admission to the Event or to any part of the Event to any person, or to require a person already admitted to leave the Event in EUMW's entire discretion, without liability and without giving reasons, including (without prejudice to the generality of the foregoing) by reason of the Attendee's conduct or if the Attendee's presence is deemed inappropriate or causes or is liable to cause annoyance to the public, or to endanger or be liable to endanger exhibitors, other attendees, staff of EUMW, Jaarbeurs or the fabric of the building or otherwise in EUMW's discretion. In addition, EUMW reserves the right to remove from the Event any person who breaches any of these Terms where, in EUMW's sole discretion, such breach merits the removal of that person from the Event.

**16. Right to close all or part of Event** - EUMW reserves the right to close all or part of the Event at any time without prior notice in its discretion including (without prejudice to the generality of the foregoing) in the interests of security and safety. If it is necessary to close the Event temporarily during normal opening hours, Attendees may be prevented from leaving whilst such clause is in force.

**17. Refusal to admit and confiscation of bags etc** - EUMW reserves the right to refuse to allow any Attendees to bring any bag, case, parcel etc into the Event (or to remove or confiscate such item before, during or after entry into the Event) or to require any Attendee to submit to inspection by EUMW any bag, case, parcel, coat or the Attendee's person either before, during or after it has been brought into the Event.

**18. Right to remove bags etc** - No bag, case, parcel etc may be left unattended anywhere in the Event. EUMW reserves the right to remove, destroy or otherwise deal with any such object as it deems fit in its discretion and EUMW will accept no liability for damage, which may be caused in consequence.

**19. Cloakroom** - The cloakroom at the Event is operated by Jaarbeurs and not EUMW. Items left in the cloakroom are left at your own risk and EUMW accepts no responsibility for any loss or damage sustained.

**20. No solicitation of business** - No Attendee is permitted to solicit any business from any other Attendee or exhibitor or otherwise commercially exploit entry into or attendance at the Event.

**21. Need to obey authorised instruction** - Attendees must obey all instructions without delay given by EUMW or its representatives, Jaarbeurs, or relevant security officers.

**22. Photography and Image Release** - As an Attendee, you may take photographs for your own private use. No commercial photography, filming or recording of any part of the Event is allowed without EUMW's prior written consent to [jmills@horizonhouse.co.uk](mailto:jmills@horizonhouse.co.uk). For the avoidance of doubt, you may not video, film, transmit or otherwise record (including audio recordings) any seminar, session, exhibit or attendee without the prior written consent of EUMW. All photographic rights are reserved by EUMW. EUMW may at its sole discretion arrange for photographs and/or video and/or sound recordings to be made at or in connection with EUMW. In consideration for being granted admission to the Event as an Attendee you agree to be photographed and/or recorded whilst attending the Event and hereby: (i) grant EUMW permission to use all photographs and recordings featuring you (the Images) throughout the world in connection with advertising, reporting on and promoting EUMW and any related activities in all and any media including without limitation in EUMW's publications, presentations, promotional materials, broadcasts, advertising of EUMW's services including without limitation on EUMW's websites, [www.microwavejournal.com](http://www.microwavejournal.com) and within Microwave Journal Magazine which is the events official publication (ii) consent to EUMW storing copies of the Images for those purposes in any location and to EUMW storing your contact details in connection with the Images

**23. Disabled Access** - Disabled Attendees requiring special assistance during their visit to the Event should contact [jmills@horizonhouse.co.uk](mailto:jmills@horizonhouse.co.uk) in advance of their visit.

**24. Smoking** - Smoking is banned inside Jaarbeurs at all times in accordance with Dutch Law.

**25. ICT Network etc** - Access to the Jaarbeurs ICT network by whatever method is prohibited unless specifically authorised by EUMW. All users must obey any instructions to desist from or alter any such use if given by EUMW, or Jaarbeurs or their authorised representatives.

**26. Animals** - Animals are prohibited except for guide dogs and companion dogs for disabled Attendees.

**27. Radios etc** - Attendees must obtain the prior written approval of EUMW before using any radio or other transmission or broadcasting equipment while attending the Event. Contact [rvaghan@horizonhouse.co.uk](mailto:rvaghan@horizonhouse.co.uk) for written approval.

**28. Enforcement of these terms and conditions** - Any EUMW officer, agent or employee or Jaarbeurs officer, agent or, employee, may enforce these Terms.

## C. Liability

**29. Applicability** - The provision in Section C of the Terms (Liability) apply to the fullest extent permitted by law.

**30. Death, personal injury etc** - Nothing in these Terms excludes or limits the liability of EUMW for (i) death or personal injury caused by EUMW's negligence or (ii) fraudulent misrepresentation.

**31. No liability for errors/omissions** - EUMW does not accept liability for any errors and omissions on its website and reserve the right to change the format and content of the Event and/or identity of exhibitors, speakers and/or contributors without notice.

**32. Maximum total liability of EUMW under these Terms** - EUMW's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with these Terms shall be limited to the greater of the price paid for any registration or €60 (Sixty Euros)

**33. Exclusion of warranties etc** - All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms.

**34. No liability for indirect loss etc** - EUMW does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties whatsoever whether arising out of your attendance at the Event or otherwise. This statement explicitly includes liability for any direct or indirect loss that is or may be related to Covid-19.

**35. Insurance** - Attendees are advised to obtain adequate insurance to cover all reasonable potential

eventualities in connection with their visit to the Event, or otherwise.

**36. Fraud etc** - It is a crime to use a false name or a known invalid credit or debit card to place an order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. EUMW (or its authorised agents or subcontractor) tracks the electronic fingerprints of every order placed on the EUMW website to enable EUMW and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on the EUMW website.

**37. Onsite Catering** - All catering facilities provided at the Event are operated by Jaarbeurs or other third party contractors. As such EUMW has no liability whatsoever to the attendee with respect to any food or beverages consumed by the attendee during the Event.

## D. Miscellaneous

**38. Force Majeure** - EUMW reserves the right without liability to suspend, abandon, defer the date of the Event or to cancel the Event or alter or reduce the scope of the Event or move the Event (or any part of it) to another venue for any reason whatsoever including due to circumstances beyond the reasonable control of EUMW including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, terrorism, outbreak of infectious or contagious disease, governmental regulations, legal restrictions, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. In such circumstances, for the avoidance of doubt, EUMW shall have no liability to the Attendee whatsoever.

## E. General

**39. VAT** - Conference and workshop registration fees are invoiced in the name and on behalf of the European Microwave Association. EuMA's supplies of attendance fees in respect of the European Microwave Week 2020 are VAT exempted.

**40. Termination for breach** - In the event that the Attendee breaches any of the provisions of these Terms, EUMW may in its discretion terminate the contract between EUMW and the Attendee without prejudice to any claim EUMW may have against the Attendee.

**41. Delay in enforcement** - Failure or delay by EUMW to enforce or partially enforce any provision of the Terms will not be construed as a waiver of its rights under the Terms and any waiver by EUMW of any breach of, or any default under, any provision of the Terms by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Terms.

**42. Severability** - If any provision of the Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall continue in full force and effect.

**43. Entire Agreement** - The Terms and any documents referred to in it constitute the entire agreement between the parties.

**44. Assignment etc** - EUMW may assign or subcontract the contract with you or any part of it to any person, firm or Company. You are not entitled to assign the Contract or any part of it without the prior written consent of EUMW.

**45. Contract (Rights of Third Parties) Act 1999** - A person who is not a party to the Contract or any other Contract between EUMW and the buyer shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any revision, variation, amendment or waiver to or of this Contract or any other Contract between EUMW and you shall not require the consent or approval of any person who is not a party to such a Contract.

**46. Law** - These Terms shall be subject to and construed in accordance with Belgian and European Law and the parties submit to the exclusive jurisdiction of Belgian courts.

**47. Complaints** - Any complaints regarding any contract relating to you as an Attendee to the Event should be directed to the Julie Mills, Marketing and Event Manager, Horizon House Publications Ltd, 16 Sussex Street, London SW1V 4RW, UK (Email: [jmills@horizonhouse.co.uk](mailto:jmills@horizonhouse.co.uk)).