



THE
CONVERSATION
CONTINUES



THE
MOBILITY
R-EVOLUTION

9-10 November 2020

VIRTUAL EUROPEAN CONGRESS

BOOKING FORM

Please return completed and signed form to:
salescongress@mail.ertico.com & VirtualITScongress@mail.ertico.com

1. Company details

| | | |
|--------------|-----------|------------|
| Contact name | | Telephone |
| Position | | Mobile |
| Company | | Email |
| Address | | Fax |
| City | Post code | VAT number |
| Country | | PO number |

2. Invoicing instruction details *(if different from company details)*

| | | |
|--------------|-----------|------------|
| Contact name | | Telephone |
| Position | | Mobile |
| Company | | Email |
| Address | | Fax |
| City | Post code | VAT number |
| Country | | PO number |

3. ITS Virtual Congress Sponsoring option

| Items | Price /Unit excl. VAT | Ertico Partner Price /Unit excl. VAT | Quantity | Total |
|---|-----------------------|--------------------------------------|----------|-------|
| <input type="checkbox"/> Exhibitor Package | 4,500 € | 4,050 € | | |
| <input type="checkbox"/> Sponsor Package | 15,000 € | 13,500 € | | |
| <input type="checkbox"/> Partner Package | 25,000 € | 22,500 € | | |
| <input type="checkbox"/> Additional Avatar on virtual booth | 200 € | 200 € | | |
| <input type="checkbox"/> Additional document on virtual booth | 90 € | 90 € | | |
| <input type="checkbox"/> Other | | | | |

| Passes | Early | Standard | Regular |
|--------|-------|----------|---------|
|--------|-------|----------|---------|

Participant Passes

| | | | | | |
|--|-------|-------|-------|--|--|
| <input type="checkbox"/> 1 to 5 passes | 250 € | 295 € | 350 € | | |
| <input type="checkbox"/> 5+ passes | 250 € | 250 € | 250 € | | |

Ertico Partner Passes

| | | | | | |
|--|-------|----------|-------|--|--|
| <input type="checkbox"/> 1 to 5 passes | 125 € | 147.50 € | 175 € | | |
| <input type="checkbox"/> 5+ passes | 125 € | 125 € | 125 € | | |

Grand Total

4. Method of payment

- Bank transfer
- Credit Card payment Visa Mastercard AMEX

Credit card number

Expiry date

CVA security code*

Total amount due (with credit card processing fee)

Credit card holder

Authorised signature

All credit card transactions will incur an additional 2.5% credit card processing fee. This fee will be applied to the total amount payable. Upon receipt of your booking form, MCI Benelux SA will send you an invoice for a 100% payment equivalent to the value of your reservation. Payment of the invoice before the start of the event is a prerequisite condition for the Sponsor's participation to the conference

*Visa/MasterCard: final 3 digits on the reverse side of card

5. Confirmation

By signing the booking form, I have read & accepted the below terms and conditions and cancellation policy, including the GDPR information. I warrant that I am authorized to sign this legally binding contract on behalf of the company named above.

In order to ensure a smooth operational process, I accept that my data might be shared with Ertico's suppliers and partners including MCI as main organising secretariat & Meetyoo the selected virtual platform.

Date

Signature



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VIRTUAL EUROPEAN CONGRESS

TERMS AND CONDITIONS

1. Definition

In this contract, Virtual ITS Congress shall mean the Virtual ITS European Congress which will take place 9 - 10 November 2020 online. The term 'Exhibitor' or Sponsors" means any person, firm or organization allocated a virtual space on the dedicated platform by the Organisers during the above said congress or with a confirmed sponsorship as outlined in this document. The term 'Organiser' means Ertico or its lawful assigns in collaboration with MCI. ERTICO and the Exhibitor are hereinafter together also referred to as the "parties" and individually as a "party".

2. Application For Participation and Acceptance

All applications for participation shall be made on the prescribed booking form. The application shall be submitted to the Organizer. Upon receipt of the invoice, the exhibitor or sponsor will promptly transfer the required deposit equivalent to 100% of the total charges and sponsor package. The submission of the application form shall be deemed to be the confirmation of participation and full acceptance of the 'Terms & Conditions' as stated herein. The application shall become a valid contract upon the Organizer accepting the application. The application and confirmation of its receipt do not constitute grounds for any claim to approval, or to any specific location of virtual sponsor page.

3. Terms of Payment

- 100% of total packages and items selected.
- The invoice shall be paid within 30 days after the issue date of the invoice and no later than 30 October 2020.
- For other additional services, payments must be made in full, in advance, when placing orders for services.
- Payment by the stipulated date is a prerequisite condition for the Exhibitor's/Sponsor's participation in the virtual congress.
- In the event of default of payment by the stipulated date in (a), the Exhibitor's or sponsor's application shall be deemed to be cancelled and 50% forfeited as penalty fees more than 2 months prior the event and 100% within 2 months prior the event; and (b), the Organizer shall reserve the right to claim all payment due from the defaulting Exhibitor or Sponsor. The Exhibitor or Sponsor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

4. Withdrawals

The Exhibitor/Sponsor will not be permitted to withdraw from, cancel, alter or reduce in any way their booking for the congress. However, the Organizer may consider special cases and in their sole discretion grant partial refunds according to how many months/weeks prior to the start of the Virtual ITS Congress that the proposed withdrawal or charge is made known to the Organizer in writing.

Virtual ITS Congress cancellation fee:

- More than 2 months 50%
- Within 2 months 100%

5. Liability and Insurance

The Exhibitor shall indemnify and hold the Organizer, its directors, trustees, offices, employees, agents and representations, harmless with respect to all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organizer, its directors, trustees, offices, employees, agents and representations may in any way be subject (including but not limited to members of the public, the staff of the local authorities, or the Organizer of Exhibitors' staff, agents or contractors) caused as a result of any act of omission of the Exhibitor, sponsor, representatives, employees, agents, contractors or invitees. If the Organizer so demands, the Exhibitor shall provide proof to the Organizer that the Exhibitor/Sponsor has adequate insurance coverage. The Organizer shall not in any event be held responsible for any loss or damages whatsoever including loss of profits suffered by the Exhibitor/Sponsor as a result of the failure of any service normally provided at the conference, for the cancellation or part-time opening of the virtual conference either as a whole or in part, or for amendments or alterations to all or any of the 'Terms & Conditions' caused by any circumstance not within their control.

6. Applicable Law and Jurisdiction

Exhibitors shall comply with all the rules, regulations and laws imposed or laid down or prescribed in the future by the government, public authorities and owners or managers of the virtual congress platform for all purposes concerned with the implementation of these regulations, of the regulations and stipulations laid down or prescribed in the future by the Organizer by virtue thereof, and of all other contracts relating to the congress the Exhibitor/Sponsor shall be deemed to be domiciled at the office of the Organizer in Brussels. Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the Exhibitor's/Sponsor's participation, from the enforcement of these regulations, or from any other contracts relating to the congress, including the Terms & Conditions[®] stated herein, or by virtue of regulations or stipulations laid down or prescribed by the Organizer, shall be governed and construed accordingly and the Exhibitor hereby submits to the nonexclusive jurisdiction of the courts. Where disputes arise concerning interpretation, the English text of these Terms & Conditions[®] shall be deemed to be final.

Unless otherwise expressly provided herein, this Contract shall be governed by Belgian law. Any dispute arising in connection with it and which cannot be settled on an amicable basis shall be submitted to Belgian courts.

7. Force Majeure

Should the Virtual ITS European Congress not be conducted or only partially conducted or be annulled for any reason beyond the Organiser's reasonable control, including unforeseen circumstances such as civil riots, governmental restrictions on foreign travel, union actions, natural disaster, pandemic, strike, lockout, labour or civil disturbance or restriction, fire, earthquakes, cyclones, floods, epidemics, international or national embargoes or blockades, acts of war or terrorism, sabotage, government decisions or administrative injunctions, including without limitation possible restrictions, recommendations, guidelines or other measures imposed or recommended to be taken by (health) authorities, the Organiser shall be excused from performance and shall not be in default in respect of any obligation in relation to the Congress. It is moreover expressly agreed that the unforeseeability condition does not have to be fulfilled for any health related event (such as for instance coronavirus related pandemic, another pandemic or epidemic and/or quarantine measures) to qualify as an event of force majeure. Any measures taken as a result of an event of force majeure will also not lead to a refund and no liability whatsoever will be incurred by the Organiser.

8. Creation of Virtual Exhibition & Sponsor Items

- The individual design and content of the virtual exhibition & sponsor items (booths, avatars, banners, ads, video recordings..., etc.), if otherwise not specified in the offer, is the concern of each individual Exhibitor/Sponsor. All the above items shall, however, be subjected to the guidelines set by the Organizer which will be communicated by the organiser end of September 2020 at the latest and which need to be respected by the Exhibitor &/or Sponsor. The Exhibitor/sponsor guarantees to provide the content as specified by the organiser (format, in time, etc.) in due time.
- Organiser & selected platform (Meetyoo) acquires no further rights to the content that the exhibitors/sponsors show in the platform as part of the virtual event than specified in this contract. This content includes acoustic or visual information, documents, videos, etc. (subsequently called "content"). The exhibitors/sponsors grant the organiser and meetyoo a free, non-transferable right to use the content as necessary for the virtual event. This includes especially the storage of content on the servers of meetyoo and the publication of content as part of the virtual event, the processing and reproduction, as well as the granting of rights to third parties as necessary for the virtual event. The exhibitors/Sponsors are fully responsible for their content. The organisers and Meetyoo do not review the content for completeness, accuracy, legality, timeliness, quality and fitness for a particular purpose. The exhibitors/sponsors guarantee to be the sole owner of the content or to be otherwise entitled to grant usage rights. If third parties raise claims for content rights against Meetyoo or the organiser, the exhibitor/sponsor guarantees to indemnify them from any such claims.
- The Organiser & meetyoo reserves the right to refuse the usage of content and to suspend, remove and/or edit already used content without notice, if there is a serious violation or a clear evidence that there will be a serious violation of point 9 (prohibited activities). Organiser and Meetyoo will consider the legitimate interests of the customer and choose the least severe means of defence against the violation.

9. Prohibited Activities

- The exhibitor/sponsor guarantees to refrain from any activities on or in connection with the platform, which are illegal or violate the rights of third parties. In particular, the following acts are prohibited: The use, distribution, supply and application of content, services and/or products that are pornographic, fraudulent, violate minors laws, data protection laws, or are in any other way violating existing law; the use of content by which other participants or third parties could be insulted or slandered; the use, distribution, supply and application of content, services and/or products that are proprietary or third parties have certain rights to (e.g. copyrights), without being explicitly entitled to do so.
- Furthermore and independent of any possible violation of law, the following activities are prohibited when deploying content to the platform and/or communicating with other participants: (e.g. by participating in private or public chats, by writing in discussion forums, etc.): the spreading of viruses, Trojans and other malicious files; the sending of junk or spam and chain letters; disseminating offensive, sexually oriented, obscene or defamatory content or communications, and such content or communication that are suitable to further or support racism, bigotry, hatred, to promote physical violence or illegal activities (both explicit or implicit); the harassment of other participants, for example by repeated personal contact without or against the reaction of the other operators, including the furthering or support of such harassment; the requesting of other participants for the disclosure of passwords or personal identifying information for commercial or unlawful purposes; the distribution and/or communication of content on the platform unless this is expressly permitted by the respective copyright holders. Also prohibited is any action that is likely to affect the smooth operation of the platform, particularly to place excessive load on the systems of meetyoo. If there is any suspicion of illegal or criminal acts, the organiser and meetyoo is entitled and possibly also required to review all activities and take any appropriate legal action. This may also include the supply of facts to the prosecutor.

10. Supplementary Clauses

Whenever necessary to ensure the smooth management of the Virtual ITS Congress, the Organizer shall have the right to issue Supplementary regulations and instructions in addition to those in the Terms & Conditions[®]. All such additional written instructions form a part of the Terms & Conditions[®] and are binding on all Exhibitors/Sponsors.

11. Infringement of Terms & Conditions[®]

The infringement of the above-mentioned Terms & Conditions[®], and any other future rules and regulations determined by the Organizer, will result in the exclusion of the Exhibitor/Sponsor from the Virtual ITS Congress, and the Exhibitor/Sponsor shall have no right to claim compensation or demand refund on any payments already processed, losses or expenses, nor shall the Exhibitor/Sponsor be released from their contractual obligation to pay.

12. Platform Availability

The exhibitor/sponsor acknowledges that a 100 % uptime of the selected platform is technically not possible. Meetyoo (the selected platform) strives to keep the platform available without interruption. Especially maintenance, security, or capacity issues and events that are not in the sphere of influence of meetyoo (e.g. disruptions in public communication networks, power failures, etc.), but also hardware and software failures, especially with regard to the IT infrastructure of the customer, the exhibitors, or the visitors can result in brief malfunctions or temporary interruptions of the services of the platform. Within this contract the use of the platform is only to claim within these just described technical and operational capabilities by meetyoo.

13. Unforeseen Occurrences

In the event of any occurrence not foreseen in these Terms & Conditions[®], the decision of the Organizer shall be final.

14. GDPR

- In accordance with European data protection regulation, in particular Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data, ERTICO & MCI, as data controllers, processes the exhibitor/sponsor's personal data for the purposes of (i) managing and organising the event, in particular the management of exhibitor/sponsor's stand (ii) Managing and organising prospecting and loyalty (iii) enabling the exhibitor/sponsor to benefit from our services (iv) enabling the exhibitor/sponsor to receive our news. These data processing have as legal basis the execution of the contract: the information we collect is necessary for the implementation of the contract to which the exhibitor/sponsor has adhered, failing which the contract cannot be executed. Exhibitor/sponsor's data are retained for the time necessary for processing purposes, namely 5 (five) years maximum from the end of the business relationship. For processing purposes, the data of the exhibitor/sponsor's data - or transmitted by him - will be transmitted to the following recipients: management service providers of our Customer Relationship Manager, service providers in charge of management, event service providers (reception service providers, security, printing, etc.).

The data necessary to fulfil the purposes described above are those appearing **on this addendum**. In accordance with the regulations in force, the exhibitor/sponsor benefits from a right of access, rectification, limitation, deletion and portability on his data. The exhibitor/sponsor may also object to the processing of his personal data concerning him and lodge a complaint with the data protection and control authority. The exhibitor/sponsor may exercise his rights by sending a request to the following address:

privacy@mci-group.com.

- In any event, the exhibitor/sponsor acknowledges compliance with European data protection regulations for its own processing, including Regulation (EU) No. 2016/679 on the protection of personal data, foremost among which the integrity and confidentiality of data communicated by participants and compliance with their data-retention periods. In case of communication to the Organizer by the exhibitor/sponsor of a personal data file, the exhibitor/sponsor acknowledges having informed and obtained the consent of the person(s) concerned by this communication.
- If delegates have consented, the exhibitor/sponsor may retrieve delegates' personal data. The way this information is stored and processed is subject to the privacy policy of the exhibitor/sponsor company. The Organizer cannot accept any liability in this regard.

The following privacy statements are applied:

[Privacy notice ITS Virtual Congress](#)

[MCI Privacy statement](#)