



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

## TERMS AND CONDITIONS

The European Society for Sports Traumatology, Knee Surgery and Arthroscopy (“ESSKA” or “Host”) has undertaken to host the Speciality Days Meetings (“Speciality Days”, “SD”, “Meeting” or “Event”) to be held at several locations throughout Europe.

ESSKA has agreed to engage K.I.T. Group GmbH Association & Conference Management (“Organiser” or “K.I.T. Group”) as their Professional Conference Organiser (“PCO”) for the purpose of supporting ESSKA to plan, administer and organise their meeting as follows:

### **2023 – ESSKA Speciality Days meeting, 24-25 November 2023, in Warsaw**

and have entrusted K.I.T. Group with the organization and implementation of the event.

The Organiser leads the Meeting secretariat and is responsible for Meeting services such as, but not limited to registration services, abstract management, logistics, exhibition management, etc.

In this framework, the website [esska-specialitydays.org](https://esska-specialitydays.org) (hereinafter “the Website”) is operated by K.I.T. Group for the Meeting.

These Terms and Conditions (hereinafter the “T&Cs” or “Terms and Conditions” ) apply to all users of the Website (hereinafter the “User”) and all and any person (individually or group) who will like to register to participate in the Meeting in any capacity (individual, delegate, board members, student, media representative, speaker or exhibitor ) (hereinafter the “Attendee”).

### **Meeting Registration eligibility and deadlines**

The registration deadlines are as follows:

Early registration deadline:	June 14, 2023, 23:59 CET
Standard registration deadline:	November 23, 2023, 23:59 CET
Onsite registration:	Starting November 24, 2023
Group (10+) bookings:	November, 10, 2023 23:59 CET

Registration is available online on this Website only. Only fully completed registration forms will be accepted. The registration fee is based on the date of the completed online registration as well as the payment in full in accordance with the deadlines mentioned above. The online registration can be completed by clicking the button “register and pay” which can be found at the end of the registration form.



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

The registration will only be confirmed upon receipt of payment in full and verification of the proof of status (if applicable).

If the maximum attendee capacity is reached and/or if the registration doesn't comply with these Terms and Conditions in any way registration may be refused or cancelled.

Only registered attendees will be permitted access to the Meeting.

To register for the Meeting, registrants must be at least 18 years old. Registrants may be asked at all times to present an official identity card stating their age.

To register as a student or in one of the offered reduced categories (Resident, Fellow Scientist, Physio, Coach, Scientist), you must present proof of full-time enrolment as a student or employment under this title which shall be effective both at the time of registration and the dates of the Meeting. The student category is only available for students under the age of 25 years.

To register as a media representative, please contact the Registration Department at [esska-registration@kit-group.org](mailto:esska-registration@kit-group.org) to receive a media registration form. There is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press card.

### **Group bookings**

Registrations for more than ten (10) persons is NOT available online. This will be handled separately as a group booking. Please contact the Registration Department at [esska-registration@kit-group.org](mailto:esska-registration@kit-group.org) to obtain a Group registration form. All Group registration forms shall be duly completed and sent back to Registration Department before the applicable deadline which is 10 November 2023 including a full list of attendees showing full name, date of birth, individual email, and postal address. Only fully completed group registration forms and name lists will be accepted. After the group registration deadline, group registrations are only possible on-site.

The Registration Department cannot be held responsible for double bookings of an individual participant or group made by another company or organisation. There will be no refund for badges that were paid for, but not used.

### **Methods of Payment**

Payment is required at the time of registration. It is mandatory that the payment is made in EUR only, using one of the following methods:

1. Credit card (Visa, Master/Eurocard): Registrants should complete the relevant section of the registration form.



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

2. Bank transfer: Payment is only possible until 10 November 2023 at 23:59 CET and must be made in EUR to:

Account Holder:	K.I.T. Group GmbH
Bank Name:	Commerzbank
Account Number:	0514 0018 01
SWIFT-CODE:	DRESDEFF100
IBAN:	DE50 1008 0000 0514 0018 01
Reference:	ESSKA SD 2023, Attendee number, name

Please note that all bank transfer costs must be prepaid by the transmitter.

Cheques are not accepted.

### **Registration Confirmation Receipt**

Your registration confirmation/payment receipt will be sent by email once the Registration Department has received the fully completed registration form and the related payment. Meeting attendees must present a full and readable copy (digital or printed) of their Registration Confirmation Receipt to access the Meeting.

### **Certificate of Attendance**

All registered attendees will receive a Certificate of Attendance sent electronically to the email address provided in the registration process after the Meeting.

### **Visa requirements**

The Registrant is solely responsible for his/her own travel and all related regulatory requirements to and from the Meeting, including visa regulations. The Organiser and/or the Host will not be able to assist in any way in regard to travel and visa matters.

### **Letter of Invitation**

Individuals requiring an official Letter of Invitation can request one from K.I.T. Group. To receive a Letter of Invitation, participants must first register to the Meeting and submit payment in full. The Letter of Invitation does not financially obligate neither the Organiser nor the host in any way. All expenses incurred in relation to the Meeting are the sole responsibility of the participant.

### **Registration Name Change**

A handling fee of 30 EUR will be charged for any name change to an existing Meeting registration. A new registration form for the substitute attendee should NOT be submitted. However, supporting documentation for a reduced registration rate is required if applicable.



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

Name changes will only be accepted by email indicating the new and old names as well as the new contact details (address, email). After this deadline, all name changes must be carried out on-site.

### **Name badge**

The name badge must be worn at all times during the Meeting. Access to the Meeting facilities will not be granted without a proper name badge. If an attendee loses, misplaces, or forgets the name badge, a handling fee of 30 EUR will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.

### **Registration Cancellation Policy**

You may request a registration cancellation by sending an email to the Registration Department at [esska-registration@kit-group.org](mailto:esska-registration@kit-group.org). Your email must include all relevant information regarding the bank account to which a possible refund may be remitted. Refunds will be credited only to person / entity who / which paid the original registration. Reimbursement to or for the benefit of third parties is excluded.

If your cancellation email is received by the early registration deadline (June, 14 2023) you will receive a refund in the sum of 50% of the paid registration fee. No refunds will be made for cancellations received after this date. Refund requests will be processed after the Meeting only.

You must make your request in writing and send it to the Registration Department by email.

Refunds will not be allocated for unattended Meetings or early termination of attendance.

### **Modification of the Meeting Programme**

The Meeting programme is published as an indication only and may be subject to modification at any time in terms of time, location, theme, and content (in particular to the programme schedule, the appointment and/or selection of speakers, the technical environment, programme duration, etc.). The attendee has no claim to the staging of a particular speaker and/or Meeting, to a particular Meeting duration, or to the provision of particular content. Changes to the programme do neither constitute a right of withdrawal nor a refund claim on the part of the persons registered, provided the character of the Meeting as a specialist Meeting in the specified subject area is not affected by the changes.



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

### **Cancellation or Postponement of the Meeting, Force Majeure, Hardship**

If the Meeting cannot take place or is postponed, or if the Organiser is prevented from fulfilling its obligations in connection with the Meeting through no fault of its own due to external, unforeseeable events for which it is not responsible ("force majeure"), or if circumstances occur which could not have been foreseen and of which the Organiser would not have concluded this contract under these General Terms and Conditions had it been aware and the elimination of which is not possible by economically reasonable means ("hardship"), the Organiser shall have the right to cancel the Meeting immediately after the aforementioned circumstances become known and/or to discontinue the Meeting without any liability and shall be released from its obligations to the attendees.

This also includes cancellation due to pandemic reasons (COVID-19) or as a result of official orders and/or containment measures related thereto (see also section Covid-19 Regulations).

If the Meeting is postponed due to Force Majeure or hardship and rescheduled within a period of 13 months, attendees who exercise their right of withdrawal for one of these two legal reasons can claim a reimbursement of their registration fees minus a handling fee of 30 EUR or can fully credit the registration at the replacement Meeting. In case of a refund, the refund will be processed within 90 days after the originally scheduled Meeting date.

If the Meeting is cancelled due to Force Majeure or hardship, attendees who exercise their right of withdrawal for one of these two legal reasons will have their registration fees reimbursed in full minus a handling fee of 30 EUR. Further claims for damages or claims for reimbursement of expenses (in particular preparation costs for the conference participation) are excluded on all sides. Refund will be processed within 90 days after the originally scheduled Meeting date.

### **Covid-19 Regulations: Cancellation of the Meeting, cancellation of attendance**

If the Meeting cannot take place at the originally planned dates due to government regulations, laws, ordinances and other public orders that apply in connection with the pandemic due to the SARS-CoV-2 (COVID-19) coronavirus and variants ("COVID-19 Regulations"), the Organiser shall be released from the obligation to perform, and each registered and fully paid attendee shall receive a refund of the respective fee paid. Refunds will be made according to the procedure described above in the section "Cancellation or Postponement of the Meeting".

In the Meeting of cancellation of participation by an attendee due to the above COVID-19 regulations in effect at the time of the Meeting, which make his/her participation demonstrably impossible or unreasonable (e. g. quarantine obligations of more than five



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

working days, etc.), notification of cancellation must be made in writing and sent to the Meeting Secretariat by email at [esska-registration@kit-group.org](mailto:esska-registration@kit-group.org). The notification must include all the relevant information regarding official regulation and safety measures that make the participation impossible and the bank account to which a possible refund may be remitted. The attendee will be refunded her/his registration fee regardless of the time of cancellation for a processing fee of 50.00 EUR.

### **Hygiene and safety regulations / House rules**

Attendees are obligated to inform themselves in advance of their participation in the Meeting about the currently valid regulations, laws, ordinances and other decrees that apply in connection with the containment of the SARS-CoV-2 (COVID-19) coronavirus pandemic ("COVID-19 Regulations"), and to comply with them. In addition, attendees are required to comply with the hygiene and safety measures and/or concept enacted by the Meeting Organiser.

In view of the dynamic development of the coronavirus, the attendees acknowledge that the Organiser is entitled to adapt the hygiene and safety measures to the current laws and regulations in place at any time and that attendees are obligated to inform themselves continuously about any changes on the hygiene and safety measures of the Meeting, in particular via the Meeting website.

If COVID-19 regulations in force at the time of the Meeting stipulate that the persons participating in the Meeting must have a test certificate which proves a negative COVID-19 PCR test result or a negative COVID-19 antigenic test result, or have a vaccination certificate, or must meet other requirements in this regard, attendees are required to adhere to these regulations and to the guidelines set forth by the organiser in this context (e.g. presentation of proof of personal access authorisation).

By entering the Meeting premises, each attendee accepts the house rules of the Meeting premises, which can be viewed at the registration counter. The attendee is aware that the consumption of food and beverages brought to the Meeting is not permitted.

### **Data Protection**

During the registration process and the execution of the Meeting the personal data of each attendee is processed. All personal data will be processed in accordance with the applicable national data protection regulations and in particular the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG).

Personal data will not be forwarded to a third party unless in accordance with Art. 6 Sec. 1 lit a-f GDPR: (a) express consent, (b) performance or conclusion of a contract, (c)



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

fulfilment of a legal obligation, (d) protection of vital interests of the data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of the data controller and balancing of interests.

In the course of participation in the Meeting, personal data may be processed by companies based in third countries without adequacy decision by the European Union Commission. The attendee consents to such data processing insofar as it is necessary for his participation and the full use of the Meeting services, although the assertion of rights under data protection law and powers of appeal may be limited or made more difficult.

For further details on data processing, your rights about information and access to personal data and how to contact the Data protection officer, please refer to the [privacy policy](#).

### **Intellectual Property Rights**

All content (trademarks, brands, copyrights, etc.) displayed at the Meeting remain the property of their respective owners and are used for identification purposes only. The content and compilations published on the Meeting website and/or related websites are subject to the applicable copyright laws. The reproduction, editing, distribution, sharing and/or any kind of exploitation outside the limits of the applicable copyright laws require the written consent of the respective author and/or creator.

Downloads and copies of information, documents, files, presentations, and other content shared are only permitted if explicitly marked and solely for private use. The commercial use of content is prohibited without the consent of the author/creator. Insofar as the content on the Meeting platform website has not been created by the organiser, the copyrights of third parties will be observed. Contributions of third parties are marked as such on the Meeting platform website. Should a copyright infringement nevertheless occur, the organiser requires a corresponding notice. The relevant content will then be removed immediately.

### **Film, photo and video recordings**

The Meeting will be audio and video recorded and photos will be taken by Meeting photographers and service providers. Such may be used and published for educational purposes and/or to describe and promote the Meeting, the Organiser and/or K.I.T. Group in all shapes and form and in all media including social networks. You hereby acknowledge such and agree for your voice and/or image, if captured in the Meeting recordings and/or photographs, to be used and published in this context. This shall not entitle to any payment or compensation whatsoever nor claims of any kind. The right to object to this regulation at any time with effect for the future remains unaffected. In case of objection,



**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

please contact the Registration Department in writing at [esska-registration@kit-group.org](mailto:esska-registration@kit-group.org) with the keyword "IMAGE".

#### **Indemnification for copyright infringement**

The attendee confirms that any Meeting-related use or exploitation of works and/or materials employed or used by him/her in connection with an activity or on the occasion of participation in such an activity (i.e., lecture, presentation, moderation and/or other contributions, etc.) is done lawfully and in particular in compliance with all applicable copyright protection regulations and in recognition of all rights of third parties.

The attendee further confirms that the above assurance also extends to the documentation of the Meeting and public reporting by means such as photography, filming and recording as described above. The attendee/presenter shall indemnify and hold harmless the host, the Organiser, or any related entity from any claims, liability, loss or expense (including attorneys' fees as legally permissible) arising out of any breach of the foregoing representations.

#### **The Meeting website and its use**

Unless otherwise expressly stated or evident from the circumstances, all content displayed on the Meeting website is the property of the Organiser. Each attendee with completed and confirmed registration is entitled to view any part of the Meeting website and to copy or download content, provided it is used exclusively for personal or non-commercial use and third-party rights are not opposed. Any other reproduction of the contents of the Meeting website requires in any case the permission of the Organiser.

#### **External links**

This website may contain hyperlinks to other websites that are not operated or monitored by Organiser and/or Host. Organiser and/or Host are not responsible for their content or for the policies they apply to the treatment of personal data. Each participant has to inform himself/herself independently about the policies used by these websites.

#### **Viruses or other technical malfunctions; disclaimer of warranty**

All reasonable efforts will be made to ensure that downloadable content is free of viruses. The Organiser cannot accept liability for any damages resulting from viruses affecting third-party computer systems that originate from this website and/or any digital Meeting platform. The Organiser cannot guarantee trouble-free use of the Meeting website and/or any digital Meeting platform. Any claims for damages in this regard are excluded.

The Organiser does not guarantee the adequacy, accuracy and/or completeness of information published in connection with the Meeting. Furthermore, the Organiser does not guarantee uninterrupted and/or error-free access to the Meeting websites. The Organiser shall endeavour to remedy such interruptions as quickly as possible using





**SPECIALITY  
DAYS 2023**  
24-25 NOVEMBER  
WARSAW, POLAND



ESA

ESMA & EHPA

EKA

AFAS

economically reasonable means. In all other respects, the regulations from the area of connectivity or technical issues apply.

### **Limitation of liability**

The Organiser is liable for intent and gross negligence.

The Organiser shall be liable for wilful misconduct or gross negligence. For simple negligence the Organiser shall be liable only in case of violation of an obligation the compliance with which is as essential prerequisite for orderly performance of this Agreement and on the due performance of which the counterpart can reasonably rely (so-called „key obligations“). Apart therefrom, the Organiser does not assume any liability for losses of any kind, irrespective of the legal basis therefor which shall also include also any pre-contractual liability.

If the Organiser shall be liable for simple negligence as mentioned above, the liability shall be limited to losses the occurrence of which it could have reasonable foreseen based on the situation known upon registration completion.

The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

The above disclaimers apply also to the benefit of employees, agents and other third parties the Organiser has retained for the execution of the registration agreement.

### **Applicable law, place of jurisdiction**

German law shall apply to the exclusion of the UN Sales Convention. As far as legally permissible, Berlin is agreed as place of jurisdiction.

### **Requirement of written form**

Oral agreements have not been made. Changes and/or additions to these terms and conditions must be made in writing to be effective. This also applies to the waiver of the requirement of the written form.

### **Severability clause**

Should individually provisions of these General Terms and Conditions be and/or become invalid and/or impracticable, the remaining provisions shall not be affected thereby. Rather, the parties undertake to replace the ineffective and/or impracticable provisions with legally valid and/or practicable provisions which correspond to the ineffective and/or impracticable ones in economic terms. This also applies to any loopholes.

### **Right of modification**

The Organiser may make changes and/or additions to these General Terms and Conditions at any time. The attendees will be informed of such revisions from time to time.



If the changes and/or amendments concern essential parts of the contract and if the rights of the attendees are substantially changed as a result, each attendee with an existing and paid registration will be informed separately with the possibility of consent.

As of day, February 17, 2023

K.I.T. Group GmbH  
Association & Conference Management  
Kurfürstendamm 71  
10709 Berlin, Germany  
[esska-registration@kit-group.org](mailto:esska-registration@kit-group.org)  
[www.kit-group.org](http://www.kit-group.org)