



## **11<sup>th</sup> WORLD GLAUCOMA CONGRESS® SPONSORSHIP TERMS & CONDITIONS**

*Last updated: September 2024*

### **1. APPLICABILITY**

- 1.1 These Terms & Conditions are applicable to any Sponsor Agreement or Sponsor Agreements between The World Glaucoma Association (WGA) (hereinafter: 'Event Organizer') and the party that acts as sponsor (hereinafter: 'Sponsor') of the event organized by the Event Organizer (each a 'Party' and together the 'Parties') The applicability of any other terms and conditions is hereby explicitly rejected. The Sponsor Agreement(s) including these terms & conditions are hereinafter called 'the Agreement'.

### **2. PAYMENT CONDITIONS**

- 2.1 The Sponsor shall pay the Event Organizer the total amount that is mentioned in the Sponsor Contract (hereinafter 'the Fee') within 14 days of receipt of invoice.
- 2.2 The Fee is exclusive of value-added tax and any other duties or sales taxes which the Sponsor shall pay in addition to the Fee.
- 2.3 The Event Organizer reserves the right to charge the Sponsor 2% interest on any amounts which are due and unpaid, calculated daily from the date due until the date of payment.
- 2.4 The Fee is in US Dollar (USD). All payments must be made in USD no other currency will be accepted by the Event Organizer.

### **3. CANCELLATION BY EVENT ORGANIZER**

- 3.1 Should the Event not be held or cancelled due to reasons within the sphere of the Event Organizer, the Event Organizer will either - at its own discretion - offer participation in a new event within two years from the date cancelled at no extra costs, or refund the amount paid under the Sponsor Contract. Such a refund shall never exceed the maximum amount as agreed upon by parties in the Sponsor Contract and shall never exceed the maximum amount as far as already paid to the Event Organizer by the Sponsor. The Sponsor shall not be entitled any (further) compensation of damages or lost profits.

### **4. CANCELLATION BY THE SPONSOR**

- 4.1 If the Sponsor terminates the Agreement or otherwise cancels the Sponsor Contract after the Sponsor Contract has been signed, the Sponsor is obliged to pay a charge to the Event Organizer. In case of termination or cancellation by the Sponsor before

November 1, 2024, the Sponsor shall pay a charge of 10% to the Event Organizer. In case of termination or cancellation by the sponsor between November 1, 2024, and February 2, 2025 a charge of 50% of the Fee to the Event Organizer. In case of termination or cancellation by the Sponsor after February 2, 2025, the Sponsor shall pay a charge of 100% of the Fee to the Event Organizer.

- 4.2 The payment conditions as set out in article 3 (PAYMENT CONDITIONS) also apply to the charge as meant in paragraph 1 of this article.

## 5. **SATELLITE SYMPOSIUM CONTENT AND OTHER EXPOSURE TIME**

- 5.1 If the Sponsor organizes a Satellite Symposium according to the Sponsor Contract, the Sponsor shall submit its preliminary program to the Event Organizer who will present it to the WGC-2025 Program Planning Committee for approval. The latter reserves the right to adjust and/or decline the program and/or speakers if necessary. The deadline for submission of the program (titles of presentations, chairs, and speakers) is 6 weeks before the first day of the Event. After the lapse of this deadline, the WGC-2025 Program Planning Committee has the right to withhold its approval to any program for the Satellite Symposium.
- 5.2 The Event Organizer is not responsible nor liable in any way in case the Sponsor is not compliant to legal, ethical and industry standards regarding the Satellite Symposium or any other type of content.
- 5.3 All content disclosed, used or distributed relating to a Satellite Symposium or a Side Stage Discussion Slot can be used (unless otherwise agreed with the Sponsor in writing) by the Event Organizer until 3 months after the last day of the Event.

**Prior to event days (June 25 – 28, 2025):** The Sponsor can share any (parts of) content of their pre-recorded Satellite Symposium with third parties for promotional purposes only when these plans are shared with the WGC team in advance. Please reach out to the WGC team for the exact hashtags and official congress logo.

**Post event days (June 25 – 28, 2025):** 8 weeks after the official live days, and not prior to August 25, 2025, the Sponsor is allowed to release its Satellite Symposium content and use it in any way the sponsor finds suitable.

## 6. **PROMOTION AND PUBLICITY**

- 6.1 Advertisements are published in the web app and mobile app (where applicable) provided their content is approved by the Event Organizer.
- 6.2 Advertisements may only be used to promote a company in general, product(s) or services. A Satellite Symposium timeslot may be mentioned.
- 6.3 The Event Organizer has the right to priorly review and approve all promotional materials produced in conjunction with the Satellite Symposium, including invitations and announcements or any other sponsor-created content related to the Sponsor's exposure which is part of the Sponsor Contract.
- 6.4 The Sponsor showcasing pharmaceutical (or pharma-dependent) products is advised to consult the advice of the Codes of Practice for the Promotion of Medicines presented by the European Federation of Pharmaceutical Industries and Associations (EFPIA) and The Pharmaceutical Research and Manufacturers of America (PhRMA) bodies before applying. In all cases, the Sponsor is solely responsible for ensuring that its promotions, advertisements, and any other content during the Event is legally and ethically acceptable in Italy. Regular cancellation fees apply in case an Exhibitor or Sponsor

needs to cancel its participation due to the restrictions of one of the above (or similar) bodies. The Event Organizer is not responsible nor liable in any way in case the Sponsor is not compliant to legal, ethical and industry standards.

## **7. CONFIDENTIALITY**

- 7.1 Neither Party shall use, copy, adapt, alter, disclose, or part with possession of any information or data of the other Party which is disclosed or otherwise comes into its possession directly or indirectly as a result of the Agreement and which is of a confidential nature as strictly necessary to perform its obligations or exercise its rights under the Agreement.
- 7.2 Each Party may disclose the other Party's confidential information to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other Party's confidential information comply with this clause; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All intellectual property rights regarding all formats, names, concepts and other (digital) objects that are developed by the Event Organizer in relation to the Agreement, shall be owned by the Event Organizer exclusively.
- 8.2 The Sponsor agrees to cooperate with the Event Organizer in the execution of the Agreement and to timely provide to the Event Organizer all relevant materials and/or information both at the Event Organizer's request as well as on its own initiative that is needed for the Event Organizer to perform its obligations under the Agreement.
- 8.3 The Sponsor warrants to the Event Organizer that all materials and/or information provided by the Sponsor to the Event Organizer, including all information that is used in the Satellite Symposium or in the Exhibition by or on behalf of the Sponsor and its employees, are free of third party rights and the Sponsor thus guarantees that the Event Organizer will not violate any rights, including intellectual property rights and/or data protection rights of any third party, by using those materials and/or information, in the execution of the Agreement. The Sponsor will fully indemnify the Event Organizer and/or third parties for any damages incurred by a violation of the above warranty at first request.
- 8.4 By making available to the Event Organizer materials or works, of whatever nature, the Sponsor unconditionally and irrevocably grants permission to the Event Organizer to use these materials and works in any way, insofar as this is reasonably required for a proper execution of the obligations or rights under the Agreement by the Event Organizer.

## **9. FORCE MAJEURE**

- 9.1 The Event Organizer shall be relieved of its obligations under the Agreement in circumstances which cannot be blamed on the Event Organizer, which are of such a nature that fulfilment of the Agreement cannot/can no longer reasonably be demanded in full.
- 9.2 For purposes of this Agreement, "Force Majeure Event" means, with respect to either

Party, any strike or other labor dispute, embargo, Power black-out, strike, riot, war, act of terrorism, any natural disaster, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies, fire, explosion, epidemic, act of government or governmental agency or instrumentality, consequences of Covid-19 crisis or other contingency beyond the reasonable control of either party, which in any such case interferes with, or prevents, the fulfillment by such party of its obligations hereunder.

- 9.3 In the event of force majeure, the Event Organizer may terminate, cancel, amend the date of the Event or otherwise alter the Event. Should the Event be cancelled, curtailed, or adversely affected by any cause not within the reasonable control of the Event Organizer including but not limited to any of the force majeure events as identified in the preceding paragraph, the Event Organizer shall be under no obligation to refund all or part of the sums paid by the Sponsor in respect of his participation in the Event. The Event Organizer shall be under no liability to the Sponsor or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

## **10. LIABILITY**

- 10.1 The total liability of the Event Organizer is limited to direct loss or damage if this loss or damage falls under the cover of its liability insurance and then only up to the amount that is paid out by its insurance, plus the excess.
- 10.2 In the (i) absence of intent or gross negligence or if (ii) the insurance does not pay out, and if the Event Organizer is nevertheless liable, this liability will be limited only to direct loss or damage (with liability for indirect loss or damage being explicitly excluded) up to a maximum amount of the Fee already paid by the Sponsor to the Event Organizer.

## **11. TERM AND TERMINATION**

- 11.1 The Agreement shall come into force on the day the Sponsor Contract is signed by the Sponsor.
- 11.2 Upon receipt of the signed Sponsor Contract the Sponsor will receive a confirmation by email. The confirmation is sent to the email address provided in the Sponsor Contract and will specify if the Sponsor has an open balance and will include an invoice (if found suitable by the Event Organizer).
- 11.3 The Agreement shall, unless terminated earlier in accordance with the Agreement, terminate by operation of the law after the Event.
- 11.4 Each Party can terminate the Agreement by a notice delivered by registered mail with immediate effect in case the other Party receives or applies for bankruptcy; ceases its undertaking; receives notice of seizure of a substantial part of its assets; dissolution of the legal entity of the other Party; or in case of a change of control of that other Party. Any such termination does not affect the entitlement of the Event Organizer to receive payment of the Fee by the Sponsor under the conditions in the Agreement.

## **12. MISCELLANEOUS**

- 12.1 The Sponsor is not entitled to transfer any rights and/or obligations from the Agreement to third parties without advance written approval from the Event Organizer. Approval shall not be withheld on unreasonable grounds.

- 12.2 Provisions that according to their nature should be deemed to have a permanent effect, remain in effect also after the termination of the Agreement, regardless of the way the Agreement has ended. This applies to, but not limited to, the terms related to intellectual property rights, warranties, liability, and confidentiality. Any amendment to the Agreement shall only be valid if accepted in writing by both the Sponsor and the Event Organizer.

**13. APPLICABLE LAW AND FORUM**

- 13.1 The Agreement is exclusively governed by and construed in accordance with the laws of The Netherlands without having regard to conflict-of-law rules.
- 13.2 Any dispute or claim between the Event Organizer and the Sponsor arising out or relating to the Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam, The Netherlands.