

General Terms and Conditions of Sale
Congress Participant Symposium FCTM ESOPE 2025
March 25-26, 2025, Dock Pullman, Paris

1. These general terms and conditions of sale apply to any registration of a professional for the ESOPE 2025 Symposium organized by the company **Editions Techniques pour l'Automobile et l'Industrie S.A.S. (ETAI, hereinafter referred to as "the Organizer")** – RCS Créteil 806 420 360 – 20, rue des Aqueducs - 94250 Gentilly France (taking place on March 25 and 26, 2025, at Dock Pullman, Paris, France).

REGISTRATION grants the registrant the status of "Congress Participant" and implies unreserved acceptance of these general terms and conditions, notwithstanding any other conditions appearing on the Congress Participant's documents.

These general terms and conditions may be modified at any time at the initiative of the Organizer. Any modification of these general terms and conditions as well as the documents referenced herein will be communicated to the Congress Participant upon their first use of the website www.fctm-esope.com (hereinafter the "Site") following such modification.

2. The Symposium program, its dates, duration, venue, price, and any other special conditions of the Symposium are indicated on the Site.

When the maximum number of participants is reached, a notice will be posted on the Symposium presentation on the Site.

Registration for the Symposium includes the following services:

- Access to plenary and thematic conferences (unlimited during the 2 days of the exhibition)
- Access to the FCTM exhibition
- Access to exhibition activities (demonstrations, workshops)
- Access to a scheduling module for appointments with exhibitors
- Lunches
- Coffee breaks (all day)
- Access to conference materials post-exhibition

Registration is valid for both days of the Symposium; there is no single-day package.

3. The Symposium is open only to professionals, and registrants must indicate a business name.

When the **Congress Participant** is an individual acting on behalf of a legal entity, they guarantee they are authorized to financially and legally commit the legal entity for which they act, which will consequently be bound by these General Terms and Conditions of Sale. In this case, the term "Congress Participant" will apply to both the individual and the legal entity, both being jointly liable.

4. REGISTRATION PROCESS

4.1. Registration process:

a) The Congress Participant registers online only, by creating a personal account on the page <https://www.fctm-esope.com/fr/inscription-2> and completing all the information requested in the registration form on the Site. The Congress Participant commits to providing accurate and complete information. Creating a personal account is necessary to access the appointment scheduling with exhibitors.

b) By clicking the "Validate" button at the end of the registration process, and after verifying the contents of their order, the Congress Participant confirms their registration for the Symposium and declares full and unreserved acceptance of these General Terms and Conditions. **The Congress Participant's validation of their registration, even without payment, constitutes a firm and irrevocable commitment to order, implying full payment of the price subject to the provisions of Articles 4.2 and 6.1 below.**

c) The Organizer then sends the Congress Participant, to the email address provided, a summary of their order confirming registration.

d) The access badge will be issued to the Congress Participant (by email or on-site) after payment of the invoice corresponding to their registration according to the deadlines and methods stipulated in Article 5 below.

4.2. Replacement – Withdrawal of the Congress Participant

4.2.1 Registration is nominative. A registered person can be replaced by an employee of their company/organization, provided they inform the Organizer in writing (email). The fact that a Congress Participant does not attend the Symposium will not entitle them to any refund, nor will attending only part of the Symposium.

4.2.2 – Withdrawal

The Congress Participant may withdraw after registration under the following conditions:

Withdrawal from 18th November to 15th December 2024: no penalties

Withdrawal from 16th December to 31st December 2024: €150 of penalty

Withdrawal from 1st January to 31 January 2025: 50% of the order will be invoiced

Withdrawal from 1st February 2025: 100% of the order will be charged

5. FINANCIAL CONDITIONS

5.1. Price

a) The registration fee for the Symposium is indicated on the Site. The amounts indicated are inclusive of all taxes. Except for organizations subject to public accounting rules, the price must be paid in full upon registration.

b) The Organizer reserves the right to refuse access to the Symposium in the event of non-payment in full by the day of the Symposium, except for staff of organizations subject to public accounting rules.

c) By registering multiple people at the same time, the Congress Participant may benefit from the discounts indicated on the Site if any exist. These discounts are not cumulative with any other promotional offers and specific promotional codes.

5.2. Payment methods

The Congress participant may pay for his registration by the following means and under the following conditions:

- **by bank transfer** to the order of the Organiser, whose bank details appear on the registration form.

The transfer must be accompanied by the order references and made :

- for registrations up **to 28 February 2025** within 3 (three) weeks of registration;
- for registrations from **1 to 13 March 2025** within 8 (eight) days of registration.

- no payment by bank transfer **after 13 March 2025**.

- **by credit card** (CB or VISA), at any time and necessarily from **13 March 2025** by entering the details and expiry date of your credit card. The data is encrypted during transmission using SSL (Secure Socket Layer) protocol, which guarantees that the information circulates securely.

Payment for registration must be made in full at once, whether by bank transfer or credit card.

Once the online payment or transfer has been made and validated by the bank, the Congress member will receive an e-mail confirmation with all the details of the order recorded, together with an invoice.

Any incident or delay in payment, or any sum outstanding in respect of a previous edition of the Symposium, will automatically result in the participant being banned from taking part in any other Event without prior formal notice from the Organiser and until full payment has been received.

6. CANCELLATION - POSTPONEMENT OF THE SYMPOSIUM

6.1. The Organizer may cancel the Symposium due to force majeure as defined in Article 1218 of the Civil Code. Measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom, and, if applicable, any jurisdiction where the services are to be performed, will also be considered as force majeure. In such cases, the Congress Participant's participation will be postponed to the next edition of the Symposium, which must be held within 12 months.

If the postponement is impossible, the Organizer will refund the Congress Participant the full amount already paid. The Congress Participant will not be entitled to any compensation due to this cancellation for any reason.

6.2. If the Organizer must cancel a Congress Participant's participation because the participant is a national of a state, a member of an organization, or directly or indirectly targeted by restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom, and, if applicable, any jurisdiction where the training is to be performed, at any time this cancellation occurs, the Organizer will refund the Congress Participant the full amount already paid. The Congress Participant will not be entitled to any compensation due to this cancellation for any reason.

7. ACCESS CONDITIONS TO THE SYMPOSIUM

Access badges are equipped with a unique barcode allowing one person to access the Symposium during the validity period of the access badge. The validity of access badges is checked at the entrance of the Symposium using barcode readers.

Access badges are:

- Sent by email to the Congress Participant at the end of the registration process and once payment is made via a confirmation email inviting them to print their access badge(s) attached to the email in PDF format on a regular printer (inkjet or laser) from an internet connection.
- Also available on the Site in the Congress Participant's personal space.
- Collectible at the Symposium's reception on the day.

The Organizer reserves the right to refuse access to the Symposium in the event of non-payment in full by the day of the Symposium, except for staff of organizations subject to public accounting rules or any amount still due for a previous edition of the Symposium.

8. INTELLECTUAL PROPERTY

The trademarks, names, graphics, etc., appearing on the Site are the property of the Organizer. Any total or partial reproduction of these elements without the Organizer's express authorization is strictly prohibited.

The documents and presentation materials provided to the Congress Participant during the Symposium are the sole property of the Organizer. They are intended for the Congress Participant's personal use and their exclusive needs. Their provision during the Symposium does not grant any right to reproduction or distribution to third parties, particularly via an intranet or website.

9. PERSONAL DATA

The personal information collected by the Organizer during the Congress Participant's registration for the Symposium is processed in accordance with current regulations.

This information is necessary for the Organizer to process the Congress Participant's registration and participation in the Symposium and is recorded in the Organizer's Congress Participants file.

These data are subject to automated processing and are stored in a computer file that the Organizer or any company in the Infopro Digital group may use on its behalf or that of its Congress Participants to send candidates proposals to participate in professional events or for products and/or services useful to their professional activity, as well as to include them in professional directories.

All Congress Participants have the right to access, rectify, and oppose the data concerning them and may exercise this right by written request addressed to cnil.evenements@infopro-digital.com
The Infopro Digital group's Personal Data Charter is accessible at the following address
<https://www.infopro-digital.com/rgpd-gdpr>

10. PROBITY AND TRANSPARENCY

10.1. Each Party declares to conduct its activities with honesty, integrity, reliability, and responsibility and intends for any individual or legal entity in relation with it to adhere to the same values.

Consequently, each Party and any third party acting on its behalf agrees, under the Contract, to strictly comply with applicable laws and regulations regarding the fight against corruption.

In particular, each Party agrees, under the Contract, not to, directly or indirectly, offer, grant, solicit, or receive from a third party any undue advantage to accomplish, delay, or omit to accomplish an act falling within its functions under the execution of the Contract, nor abuse its real or supposed influence on a third party to obtain from that third party an advantage in favor of the other Party.

Each Party also agrees to provide the other with any necessary assistance to respond to a request from a duly authorized authority concerning the fight against corruption and influence peddling.

Each Party declares and guarantees to the other Party that no sum (including fees, commissions, or any other undue pecuniary advantage) or object of value (including, but not limited to, inappropriate gifts, travel, meals, or entertainment) has been or will be given, directly or indirectly, to an employee, director, or social representative of the other Party to obtain the signing of this Contract, an Order Form, and/or facilitate its execution or renewal.

10.2. Furthermore, each Party and any third party acting on its behalf agrees to comply with applicable laws and regulations concerning trade sanctions, including restrictive measures and

sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom, and, if applicable, any jurisdiction where the Contract is to be executed (collectively "Economic Sanctions").

Each Party declares that neither it nor any third parties acting on its behalf i) are subject to Economic Sanctions ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and iii) are registered, located, or residents of a country or territory subject to Economic Sanctions.

10.3. Any breach by either Party of the provisions of this article will be deemed a substantial breach justifying the termination of this Contract by right, without judicial formalities and without notice, without prejudice to the indemnification by the defaulting Party of the damage caused to the other Party due to this breach. This termination will be notified by registered letter with acknowledgment of receipt notifying the said breach and the termination; it will take effect upon the first presentation of said letter. Each Party agrees to inform the other Party as soon as possible from the date of signing these presents of any event contradicting the declarations and guarantees defined in this article.

MISCELLANEOUS

11.1. The Event program is designed by the Organizer with the utmost care and accuracy. However, the Organizer reserves the right to modify the program, location, date, and duration if circumstances require, without the Congress Participant being entitled to any compensation for this. The Organizer will inform the Congress Participant as soon as possible in case of modification and will make every effort to offer the Event under conditions as close as possible to those initially planned.

11.2. If any term of these General Terms and Conditions is considered illegal or unenforceable by a court decision, the other provisions will remain in force.

APPLICABLE LAW AND DISPUTES

These General Terms and Conditions and registrations are subject to French law. **Any claim must, under penalty of forfeiture, be made by registered letter with acknowledgment of receipt within 12 months following the Event concerned.**

IN THE EVENT OF A DISPUTE BETWEEN PROFESSIONALS REGARDING THE FORMATION, INTERPRETATION, EXECUTION, OR TERMINATION OF THIS CONTRACT, THE COURTS OF THE ORGANIZER'S SEAT SHALL HAVE EXCLUSIVE JURISDICTION.

THIS CLAUSE SHALL BE THE ONLY APPLICABLE, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS OR PROCEDURE BY REQUEST, THIRD-PARTY NOTICE, OR MULTIPLE DEFENDANTS.

In disputes with Congress Participants considered consumers under the Consumer Code, common law rules apply.