

ESSA 2027

4th European Sleep Surgery Academy

7-9 October 2027 | Charite Berlin

General Terms and Conditions

These General Terms and Conditions (GTC) apply to all agreements concluded in connection with ESSA 2027, in particular participation, sponsorship and exhibition agreements between ConventoMed Eventmanagement and participants, sponsors and exhibitors.

§ 1 Scope of Application

- 1.1 These General Terms and Conditions apply to all agreements between ConventoMed Eventmanagement (hereinafter 'ConventoMed') and participants, sponsors or exhibitors of ESSA 2027.
- 1.2 Deviating or supplementary conditions of the contractual partner shall only be binding if expressly acknowledged in writing by ConventoMed.
- 1.3 These GTC apply to both paid and free-of-charge participation and cooperation formats.

§ 2 Formation of Contract

- 2.1 The contract is formed upon registration by the contractual partner and written or electronic confirmation by ConventoMed.
- 2.2 Registration may be made in writing, by e-mail or via an online form on the website essa-event.com.
- 2.3 ConventoMed reserves the right to decline a registration without stating reasons.
- 2.4 For sponsorship and exhibition agreements, the booking is deemed bindingly confirmed upon receipt of written confirmation by ConventoMed. The payment obligation arises upon conclusion of the contract; the due date is governed by § 4.

§ 3 Services and Prices

- 3.1 The services offered comprise those specified in the event description, sponsorship prospectus or on the website essa-event.com.
- 3.2 All prices are inclusive of the applicable German value added tax (currently 19%) unless otherwise stated.
- 3.3 For international contractual partners based outside Germany, the applicable VAT regulations of the respective jurisdiction apply. EU companies with a valid VAT identification number may be subject to the reverse charge procedure. Relevant documentation must be submitted to ConventoMed prior to invoicing.
- 3.4 ConventoMed may also offer free-of-charge event formats. These are subject to the same GTC.
- 3.5 CME accreditation for ESSA 2027 will be applied for with the competent Medical Association (Aerztekammer). No guarantee can be given that continuing medical education credits will be awarded. Industry-sponsored sessions are generally excluded from CME credit allocation, unless the Medical Association explicitly decides otherwise.

§ 4 Payment Terms

4.1 Payment is due upon receipt of invoice, without deductions, and no later than the due date stated on the invoice.

4.2 If payment is not made on time, ConventoMed reserves the right to exclude the contractual partner from the event. Booked services and exhibition spaces will in that case be reallocated without refund.

4.3 For sponsorship and exhibition agreements, invoices will be issued from May 2027 onwards. The agreed total amount is due in a single payment no later than 30 June 2027. No deposit is required. The contract is effective from the date of written booking confirmation; the later invoicing does not constitute a deferral of contractual obligations.

4.4 The total liability of ConventoMed is in any case limited to the amount actually paid by the contractual partner, unless intentional misconduct or gross negligence is involved.

§ 5 Cancellation and Withdrawal

5.1 Cancellation by Participants (Congress Registration)

Participants may cancel their registration in writing. The following terms apply:

- Until 31 March 2027: free cancellation
- 1 April to 30 June 2027: 50% of the participation fee will be retained
- From 1 July 2027 or in case of non-attendance: the full participation fee is due

Transfer of registration to another person is free of charge up to 14 days before the event; a processing fee of EUR 50 applies thereafter.

5.2 Cancellation by Sponsors and Exhibitors

The contract is bindingly concluded upon written booking confirmation. Cancellation does not automatically release the contractual partner from the payment obligation. The following terms apply:

Cancellation until 30 April 2027 (prior to invoicing):

ConventoMed is entitled to reallocate the exhibition space or sponsorship package. If full reallocation is achieved, no further claims will be made. If reallocation is not possible or only partially achieved, ConventoMed is entitled to claim a cancellation fee of 20% of the agreed total amount. ConventoMed will make reasonable efforts to reallocate but is under no obligation to do so.

Cancellation from 1 May 2027 onwards (from invoicing onwards):

- 1 May to 31 August 2027: 80% of the agreed total amount is due
- From 1 September 2027: the full agreed total amount is due

If the contractual partner has already paid more than the amount due at the time of cancellation, the difference will be refunded.

Cancellations must be submitted exclusively in writing by e-mail to essa@convento-med.de. The date of receipt by ConventoMed is decisive.

5.3 Cancellation or Amendment by ConventoMed

ConventoMed reserves the right to cancel ESSA 2027 for good cause. Good cause includes in particular: insufficient registrations, cancellation of key speakers without feasible replacement, or loss of the event venue.

In the event of cancellation by ConventoMed, ConventoMed will refund payments already made, less any costs demonstrably incurred and non-recoverable up to the point of cancellation (pro-rata refund). Further claims - in particular reimbursement of travel and accommodation costs - are excluded, unless ConventoMed is responsible for the cancellation due to intentional misconduct or gross negligence.

§ 6 Programme Changes and Speaker Substitutions

6.1 ConventoMed reserves the right to amend the event programme for organisational or substantive reasons and to substitute speakers. There is no entitlement to the event being held with specific speakers.

6.2 ConventoMed is entitled to replace a speaker who is unable to attend with a suitable substitute of comparable professional qualification. The service is deemed rendered if the substitute covers the planned topic to the same professional standard and depth.

6.3 If a speaker is unable to attend through no fault of ConventoMed and no replacement can be found, the relevant session may be cancelled without giving rise to withdrawal rights or claims for reduction, provided the congress otherwise takes place as planned.

§ 7 Force Majeure and Congress Cancellation

7.1 Force majeure refers to events beyond ConventoMed's control that prevent or substantially impair the holding of ESSA 2027. These include in particular: pandemics, officially ordered event bans, natural disasters, acts of war or terrorism, strikes at the venue, and loss of the Charite Berlin premises due to circumstances beyond ConventoMed's control.

7.2 In the event of force majeure, ConventoMed is entitled to cancel, postpone or convert the congress to an alternative format (e.g. hybrid or digital). This does not give rise to any claim for damages.

7.3 If the congress is cancelled due to force majeure, ConventoMed will refund payments already made, less costs incurred and non-recoverable up to the point of cancellation. Travel, accommodation and logistics costs as well as indirect losses are not refundable. ConventoMed's liability is limited to the payments actually made by the contractual partner.

7.4 ConventoMed will notify contractual partners immediately in writing of the occurrence of a force majeure event and the resulting measures.

§ 8 Liability

8.1 ConventoMed is only liable for damages caused by intentional misconduct or gross negligence.

8.2 Liability for slight negligence is excluded, unless essential contractual obligations (cardinal obligations) are breached. In such cases, liability is limited to the foreseeable, typical contractual damage.

8.3 The contractual partner is responsible for the safety of their own equipment and belongings during the event. ConventoMed accepts no liability for loss, damage or theft.

8.4 The total liability of ConventoMed is in any case limited to the amount actually paid by the contractual partner, unless intentional misconduct or gross negligence is involved.

8.5 Sponsors and exhibitors are required to take out adequate liability insurance for the duration of their participation, including set-up and dismantling periods, and to provide evidence of such insurance upon request.

§ 9 Indemnification

9.1 The sponsor/exhibitor agrees to indemnify, defend and hold harmless ConventoMed and its employees, agents and partners from and against all claims, damages, costs and expenses - including reasonable legal fees - arising from:

(a) any breach of these GTC by the sponsor/exhibitor or their agents;

(b) non-compliance with applicable laws, in particular the German Medicinal Products Advertising Act (HWG), the Medicinal Products Act (AMG), the EU Medical Device Regulation (MDR) or the GDPR;

(c) any negligent or intentional acts or omissions during ESSA 2027 or during set-up and dismantling periods.

9.2 This obligation survives the conclusion of the event.

§ 10 Prohibition of Parallel Events

10.1 No sponsor, exhibitor or other contractual partner may organise or support events, symposia or training courses in Berlin or the surrounding area in the period from 5 to 11 October 2027 that are thematically related to the content of ESSA 2027 and directed at a comparable target audience, without prior written consent from ConventoMed.

10.2 Satellite symposia approved within the framework of ESSA 2027 are exempt, provided they are clearly labelled as industry-sponsored in the programme.

10.3 In the event of a breach, ConventoMed is entitled to exclude the contractual partner from the event without refund.

§ 11 Product Disclaimer and Scientific Independence

11.1 Participation as a sponsor or exhibitor does not constitute a recommendation, endorsement or approval of the products or services displayed by ConventoMed, ESSA or the participating professional societies.

11.2 Sponsors and exhibitors may not create the impression that their products are recommended by ESSA, ConventoMed or participating speakers.

11.3 Industry-sponsored sessions must be clearly identified as such in the programme. CME credits cannot generally be awarded for such sessions.

11.4 ConventoMed and the scientific programme committee reserve the right to review sponsor content submitted for compatibility with the principles of evidence-based medicine and the guidelines of the Medical Association, and to reject content that does not comply.

11.5 Pharmaceutical companies and medical device manufacturers are required to comply with the applicable self-regulatory codes of the pharmaceutical industry (FSA Code) in their current version. Any violations are the sole responsibility of the sponsor.

§ 12 Copyright and Image Rights

12.1 All content of ESSA 2027 - including presentations, handouts, recordings and marketing materials - is protected by copyright. Reproduction or publication without express written consent from ConventoMed is not permitted.

12.2 The contractual partner grants ConventoMed the right to photograph or film them during the event and to use such recordings for documentation and marketing purposes, unless the contractual partner expressly objects in writing before the event begins.

12.3 Sponsors and exhibitors who provide their own materials (logos, videos, presentations) to ConventoMed grant ConventoMed a non-exclusive right, limited in time to the congress period until 31 March 2028, to use these materials for the purposes of ESSA 2027. Any further use requires a separate written agreement.

12.4 The sponsor/exhibitor warrants that the materials provided are free from third-party rights. ConventoMed is to be indemnified against any third-party claims.

§ 13 Data Protection

13.1 ConventoMed collects and processes personal data exclusively in accordance with the General Data Protection Regulation (GDPR) and applicable German data protection legislation.

13.2 The contractual partner's data is used for event administration and communication purposes. Data is only disclosed to third parties where necessary for the event or required by law.

13.3 For the purpose of CME accreditation, participants' names and, where applicable, their Medical Association registration numbers will be transmitted to the Berlin Medical Association for credit allocation. Participants consent to this transmission upon registration.

13.4 Participant data (name, institution, country) will only be passed to sponsors or exhibitors if participants have given their explicit consent during the registration process (opt-in). Disclosure without such consent is excluded.

13.5 Sponsors and exhibitors who carry out their own data processing at ESSA 2027 (e.g. lead scanning) are solely responsible for compliance with the GDPR in respect of their own data processing activities.

§ 14 Occupational Health and Safety

14.1 Sponsors and exhibitors are required to ensure that their employees, subcontractors and agents comply with all applicable occupational health and safety legislation during set-up, the event and dismantling. This includes in particular the regulations of the relevant employers' liability insurance association, the German Workplace Ordinance (ArbStättV) and the house rules and safety regulations of Charite Berlin.

14.2 Stand constructions must be executed in such a way that no hazard arises for third parties. ConventoMed and Charite Berlin are entitled to secure or remove unsafe structures at the exhibitor's expense.

14.3 In the event of officially ordered hygiene concepts or safety measures, the sponsor/exhibitor is obliged to implement these.

§ 15 Right to Amend and Interpretation

15.1 ConventoMed reserves the right to amend these GTC for good cause - in particular in response to changes in legal requirements or requirements imposed by Charite Berlin. Amendments will be communicated in writing or by e-mail. If the contractual partner does not object within 14 days of receipt, the amendment is deemed accepted.

15.2 ConventoMed reserves the right to make final decisions on the interpretation of these GTC in cases of doubt, insofar as mandatory statutory provisions do not preclude this.

§ 16 Final Provisions

16.1 These GTC are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of jurisdiction is, to the extent permitted by law, the registered office of ConventoMed in Germany.

16.3 Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the original provision.

16.4 Amendments or supplements to these GTC must be made in writing.

