



## GENERAL TERMS AND CONDITIONS

### Definitions

K.I.T. Group GmbH Association & Congress Management is the Professional Congress Organiser ("PCO") of the ISF World Seed Congress 2023, to be held at the CTICC in Cape Town – South Africa from 5 to 7 June 2023 (hereafter referred to as the "Congress"). The International Seed Federation (ISF) is a non-governmental, non-profit making organization and originator and owner of the World Seed Congress (WSC). The PCO supports the ISF World Seed Congress 2023 Secretariat and is responsible for the registration services and is hereafter referred to as "K.I.T. Group". ISF and/or K.I.T. Group are referred to each as "Organiser" or all together as "Organisers".

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### General Terms and Conditions for Registration

These General Terms and Conditions are valid for each attendee registered for the Congress to be held onsite from 5 to 7 June 2023. Any registered person (e. g. Delegate, Student, Media Representative, Speaker, Guest, Honorary Life Member, Visitor, Exhibitor, additional booth staff, etc.) is considered an attendee.

### Congress Registration

The registration deadlines are as follows:

<b>Early registration</b>	<b>05.12.2022 12:00 CET – 31.01.2023 00:00 CET</b>	<b>EUR 1.450</b>
<b>Standard registration</b>	<b>01.02.2023 00:01 CET – 01.05.2023 00:00 CET</b>	<b>EUR 1.550</b>
<b>Late registration</b>	<b>02.05.2023 00:01 CET – 26.05.2023 00:00 CET</b>	<b>EUR 1.900</b>
<b>On-site registration</b>	<b>04.06.2023 – 07.06.2023</b>	<b>EUR 2.100</b>

Only fully completed registration forms will be accepted. The registration fee is based on the date of the completed online registration or the receipt of the registration form. Should one deadline be missed, the next applicable fee will be charged automatically.

The online registration can be completed by clicking the button "register and pay" which can be found at the end of the online form.

If the maximum attendee capacity is reached, the organisers reserve the right to refuse the registration.

Only members of ISF such as Associate, Affiliate, Ordinary, Tree and Shrub, ISHI-Veg or if you are a member of a National Association in your country can register as Delegates.



Non-members and people not being part of the seed industry can also register but as a One Day Visitor only and with no access to the trading.

To be eligible to register for the Congress, attendees must be at least 18 years old except for Accompanying Persons that must be at least 12 years old. Attendees may be asked to present an official identity card stating their age.

The registration fee for regular Delegates includes access to the Trading Floor, Exhibition Area and ISF Panels, ISF General Assembly as well as Social Events (Opening Ceremony, Welcome Party, Farewell Get Together).

The registration fee for Accompanying Persons includes:

- Social Events: Opening Ceremony, Welcome Party, Farewell Get Together (external)
- Accompanying Persons Tours
- Accompanying persons do not have access to the Opening Ceremony nor to the Farewell Get Together. Accompanying Persons have access to the Welcome Party.

To register as a Media Representative, please use the online registration platform. There is no registration fee for accredited Media Representatives. Additional Media can be charged of 750 EUR. However, to register as a Media Representative, you must have an official agreement with the Organiser.

To register as a One Day Visitor, please use the online registration platform. The registration fee is EUR 600 and you will need the confirmation from the Organiser to be entitled to register for this fee.

Registrations for more than ten persons will be handled separately as a group booking. Please contact the K.I.T. Group Registration Department at [isfwsc@kit-group.org](mailto:isfwsc@kit-group.org). Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for on-site registration. There will be no refund for badges which were paid for and not used (according to the deadlines mentioned above). The deadline for group bookings is 29 May 2023. After the group registration deadline, group registrations are only possible on-site.

Only fully completed group registration forms as well as fully completed name lists (including the participants full name, individual email and postal address) will be accepted. The Organiser cannot be held responsible for double bookings of an individual participant or group made by another company or organisation.

### **Methods of Payment**

Payment is required at the time of registration and is due in EUR only, using one of the following payment methods:



1. Credit card (Visa, Master/Eurocard, and American Express): Attendees should complete the relevant section of the registration form (Credit cards are debited in EUR).

2. Bank transfer: Payment is only possible until 22 May 2023 and should be made in EUR to:

K.I.T. Group GmbH  
Commerzbank AG, Kurfürstendamm 237, 10719 Berlin, Germany

Bank Sorting Code:	100 800 00
K.I.T. Account Number:	0514 0018 02
SWIFT-CODE:	DRESDEFF100
IBAN:	DE23 1008 0000 0514 0018 02
Reference:	<b>Participant number, name, ISF WSC 23</b>

Please note that all transfer costs must be prepaid by the transmitter. Cheques will not be accepted.

### **Letter of Confirmation/Payment Receipt**

A letter of confirmation/payment receipt will be sent by email once the K.I.T. Group Registration Department has received the fully completed registration form and the related payment. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration, payment and to pick up their badge.

### **Letter of Invitation**

Individuals requiring an official Letter of Invitation can request one from the K.I.T. Group Registration Department on the online registration platform. To receive a Letter of Invitation, attendees must first register to the Congress and submit payment in full.

The Letter of Invitation does not financially obligate the Congress organisers or any of their related partners in any way. All expenses incurred in relation to the Congress are the sole responsibility of the attendee.

### **Visa Requirements**

It is the sole responsibility of the attendee to take care of his/her visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

The organisers will not directly or indirectly contact embassies and consulates on behalf of visa applicants. Any claims are excluded in this respect.

In the event that a visa application is unsuccessful, but was applied for in due time, the registration fee, minus a handling fee of 50 EUR can be refunded. To receive the refund, the official proof from the embassy confirming that a visa could not be



granted must be sent to the K.I.T. Group Registration Department at [isfwsc@kit-group.org](mailto:isfwsc@kit-group.org) no later than 20 June 2023.

### **Registration Name Change**

A handling fee of EUR 50 will be charged for every name change to an existing Congress registration. A new registration form for the substitute attendee should be submitted, as well as a proof for the reduced fee if applicable. Name changes will only be accepted until the pre-registration deadline indicating clearly the new and old name. After the pre-registration deadline, all name changes must be carried out on-site.

### **Lost Name Badge**

The name badge must be worn at all times during the Congress. Access to the Congress facilities will not be granted without a proper name badge. If an attendee loses, misplaces, or forgets the name badge, a handling fee of 50 EUR will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.

### **Trading Tables**

Trading Tables can be booked online until 1 May 2023. After this deadline, you can request an unreserved Trading Table on-site (upon availability).

The access to the Reserved and Unreserved Trading Tables will be available on Monday 5 June 2023 11:00-18:00, Tuesday 6 June 2023 08:00-18:00 and Wednesday 7 June 08:00-18:00. The Trading Tables are located at the Congress venue, CTICC, in Hall 4 A, on Level 0.

No branding is allowed on the Trading Floors and it is not permitted to assemble Trading Tables.

### **Private Meeting Rooms (PMR)**

Private Meeting Rooms can be booked online until 1 May 2023.

Two PMR keys (2) will be handed over on-site.

For the fix PMR on level 1, a deposit of EUR 30 will be charged during the online booking and refunded at the end of the Congress in return of the two keys.

The access to the Private Meeting Rooms will be available on Monday 5 June 2023 11:00-18:00 (access to set-up the PMR will be granted before between 8:00 and 11:00), Tuesday 6 June 2023 08:00-18:00 and Wednesday 7 June 08:00-18:00. The Private Meeting Rooms are located at the Congress venue, CTICC, in Hall 2-3, on Level 0 as well as on Level 1.

### **Modification of the Congress Programme**

The conference 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 event, to a particular event duration or to the provision of a particular content. Changes to the programme do neither constitute a right of withdrawal nor refund claim on the part of the persons registered, provided the character of the event as a specialist event in the specified subject area is not affected by the changes.

### **Registration Cancellation Policy for Attendees**

Notification of cancellation must be made in writing and sent to the K.I.T. Group Registration Department by email at [isfwsc@kit-group.org](mailto:isfwsc@kit-group.org). The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted. This does not include incidental costs for hotels, flights or anything.

If the written notification of cancellation is received on or before 31 April 2023 a handling fee of EUR 50 per person will be deducted from the refund.

For cancellations received between 31 April and 12 May 2023 50% of the total amount will be deducted from the refund. No refunds will be made for no shows and cancellations received after 12 May 2023.

Refund requests will be processed after the Congress only. They must be made in writing and sent to the K.I.T. Group Registration Department by email.

Credit will not be given for unattended events or early termination of attendance.

Same applies for cancellation of additional sessions and orders (Golf Tournament, Trading Tables, Private Meeting Room).

### **Cancellation of the Congress, Force Majeure, Hardship**

If the Congress cannot take place or is postponed, or if the Organiser is prevented from fulfilling its obligations in connection with the Congress 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 Congress immediately after the aforementioned circumstances become known and/or to discontinue the Congress without any liability and shall be released from its obligations to the attendees. In such cases, the Organiser cannot be held liable by the attendees for any damages, costs or losses such as transportation costs, accommodation costs, financial losses, lost profits, etc. In these circumstances, the Organiser reserves the right to either retain the entire registration fee and use it for a future or postponed Congress, or to reimburse the attendee an amount with a pro rata credit of the costs already proven to have been incurred for the organisation of the Congress, which could not be recovered from third parties.

### **Covid-19 Regulations: Cancellation of Congress, Cancellation of Participation**



If the Congress is cancelled due to the currently valid regulations, laws, ordinances and other decrees that apply in connection with the containment of the SARS-CoV-2 (COVID-19) coronavirus containment ("COVID-19 Regulations"), extending beyond the date of the event, each registered and fully paid participant will receive a refund of the respective fee paid. The refund will be made in accordance with the procedure described in the section above on "Cancellation of the Congress, Force Majeure."

In the event of an attendee's cancellation of participation due to the above mentioned Covid-19 regulations in force at the time of the event, the reversal shall be governed by the principles set out in the above Registration Cancellation Policy section, with the proviso that the participant shall be refunded his/her participation fee irrespective of the time of cancellation, subject to a processing fee of EUR 50.

**Hygiene and safety regulations; House rules**

Attendees are obligated to inform themselves in advance of their participation in the Congress 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 containment ("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 Congress organisers.

In view of the dynamic development of the coronavirus, the attendees acknowledge that the organizer is entitled to adapt the hygiene and safety measures to the current legal situation at any time and that attendees are obligated to inform themselves continuously about any changes, in particular about the hygiene and safety concept of the Congress, in particular via the Congress website.

If COVID-19 regulations in force at the time of the event stipulate that the persons participating in the event have been negatively tested for infection with the SARS-CoV-2 coronavirus, have been vaccinated, or must meet other requirements in this regard, attendees are required to adhere to these regulations and to the guidelines set forth by the organizer in this context (e.g. presentation of proof of personal access authorization).

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

**Sharing and Data Protection of Contact Details**

During the registration process and the execution of the Conference the personal data of each attendee is processed. All personal data will be processed in accordance with the applicable data protection regulations, 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) 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 Congress, 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 Congress services, although the assertion of rights under data protection law and powers of appeal may be limited or made more difficult.

As some Congress Exhibitors may use the Lead Capture Technology, attendees can use their name badge like a business card with them to communicate their complete contact details. In this case you decide to whom you provide your data. Please note that offering your badge to be scanned at an exhibition stand and/or at the entrance to a satellite symposium implies your acceptance that the respective company receives your complete contact details from the organisers and may contact you, using the data.

To promote and facilitate communication and outreach among all congress participants from practice, science and industry, personal data (name, contact data) of each attendee will be viewable via the restricted access delegate list and the exhibitor list, provided that each participant has agreed to be included in this list. Only registered attendees will have access to these lists that will be password protected and published on the Congress website by the Organiser from February 2023 until six months after the end of the congress at the latest. The passwords will be sent via email with the Congress registration confirmation. The publication of contact details can be objected to at any time by simply notifying the Congress Secretariat in writing (email at [isfwsc@kit-group.org](mailto:isfwsc@kit-group.org)). 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 Congress remain the property of their respective owners and are used for identification purposes only. The content and compilations published on the event 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 event 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 event platform website. Should a copyright infringement nevertheless occur, the Organiser require a corresponding notice. The relevant content will then be removed immediately.

### **Indemnification for copyright infringement**

The attendee confirms that any Congress-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 event and public reporting by means such as photography, filming and recording as described above. The attendee/presenter shall indemnify and hold harmless the Organiser, the ISF and the WSC 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 Congress website and its use**

Unless otherwise expressly stated or evident from the circumstances, all content displayed on the Congress website is the property of the Organiser. Each attendee with completed and confirmed registration is entitled to view any part of the Congress 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 Congress website requires in any case the permission of the Organiser.

### **Viruses or other technical malfunctions; blocking of access; 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 event platform. The Organiser cannot guarantee trouble-free use of the Congress website and/or any digital event platform. Any claims for damages in this regard are excluded.

Access to the Congress website, the associated digital offers and/or any digital event platform can be blocked temporarily or permanently if there are concrete indications that the participant is violating or has violated these GTC and/or applicable law or if the Organiser has another justified, substantial interest in blocking access. When deciding on a blocking, the legitimate interests of the participant will be taken into account appropriately.

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





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

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

The attendee understands that the organiser will create image, film and audio recordings related during the Congress for educational purpose. This material can be shared and published within public reporting or used in social networks (Facebook, Twitter, LinkedIn, Instagram, YouTube) about the event without entitlement to remuneration. The attendee explicitly gives her/his consent to the use of her/his images, voices and other content captured at the event for publications and communications relating to the event according to the effective law.

In this respect, the attendee waives any remuneration and will not assert any claims for remuneration whatsoever. The attendee can withdraw her/his consent at any time by contacting the Congress Secretariat via email to [isfwsc@kit-group.org](mailto:isfwsc@kit-group.org).

### **Liability**

The Congress organisers shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the Congress organisers - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the Congress at his/her own risk.

Oral agreements shall not be binding if these have not been confirmed in writing by the Congress organisers.

### **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 of Business 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**

K.I.T. Group 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.

Legal status as of November 2022