



General Terms and Conditions of the Annual Biocontrol Industry Meeting ABIM 2024

1) Applicability

(1) The Annual Biocontrol Industry Meeting ABIM 2024 is organised by ABIM AG ('the organiser'). All services provided in the context of the meeting will be subject to these General Terms and Conditions of ABIM 2024.

The organiser strives to maintain a professional atmosphere for all. To this end, General Terms and Conditions have been established to govern access, attendance, activities etc. in ABIM. By confirming the registration as a sponsor, exhibitor, attendee, speaker, tenant of a meeting room or author of a poster the General Terms and Conditions are binding.

(2) It is imperative that all personnel working for and at the meeting, communication and marketing firms acting on a sponsor's, exhibitor's, attendee's, speaker's, tenant's of a meeting room or author's of a poster behalf are aware of and adhere to the General Terms and Conditions.

(3) The General Terms and Conditions may need to be amended at any time e.g. due to the influence of pandemic guidelines and regulations which are beyond the responsibility and accountability of the organiser.

(4) All matters and questions not specifically covered by these General Terms and Conditions, are subject solely to the arbitration decision of the ABIM AG Executive Board.

2) Entering into the agreement

Once registered online for ABIM 2024, a confirmation will be sent by email, and the agreement will be applied from this moment on.

3) Registration

Attendance, sponsorship packages, booths, meeting rooms and poster walls can be booked online.

Booths can be booked on a *first come, first served* basis. An exhibitor may not book more than one booth.

Sponsors or exhibitors may not permit any other party to jointly sponsor or exhibit in their allocation without prior consent from the ABIM AG Executive Board. If two companies wish to share sponsorship and exhibition, one company must take responsibility for it and pay for the sponsorship in its entirety. Splitting the payment is not permitted.

ABIM AG reserves the right:

- to modify offerings and services at any time,
- to modify the floor plan at any time,
- to refuse access, for any reason, to any company, product or service,
- to change the programme of the meeting at any time.

4) Advertising

Sponsors, exhibitors, attendees, speakers, tenants of a meeting room or authors of a poster will use the ABIM registered trademark, be it prior to, during or after the conference and



exhibition in promoting participation at the meeting. Any misuse is strictly prohibited. Only the use of the marketing kit provided on the ABIM website is permitted.

5) Prices and services

The published prices cover all services provided by the organiser as mentioned in the website, app, programme, contracts and General Terms and Conditions. No compensation will be made for any services not accepted in their entirety.

6) Currency and payments

(1) All prices are in Swiss Franc (CHF) and all fees must be paid in Swiss Franc. If the payment is made in another currency than CHF, the conversion rate and bank charges must be settled in CHF.

(2) Attendees may only pay for registration with a credit card.

(3) Sponsorship and exhibition booths must be paid **within 30 days** of receipt of the invoice. If the payment has not been received by then, ABIM AG reserves the right to release the sponsorship or cancel the booth. The company will be removed from the website and other ABIM sites and materials.

7) VAT

Under Swiss law, conference tickets fall under the category of "supply". ABIM AG must therefore charge 8.1% VAT on conference fees, even if the attendee is based abroad. According to Swiss law, foreign as well as Swiss exhibitors are subject to Swiss VAT of 8.1% for all items considered "supply". Exhibition booths fall into the category "supply". To comply with Swiss law, ABIM AG therefore has to apply VAT on exhibition booths, even if the company is based abroad. Foreign companies are exempt from VAT on sponsorship packages because this falls into the category of "service". In contrast, VAT applies for Swiss companies on sponsorship packages.

8) Force majeure

In the event that any part of the Congress Center Basel is destroyed or damaged so as to prevent ABIM from permitting a sponsor or an exhibitor to occupy assigned space or activities during the meeting period (in part or in whole), or in the event that occupation of assigned space or activities during the meeting period (in part or in whole) is prevented by strikes, Acts of God (including epidemic or pandemic), national emergency, or other causes beyond the control of ABIM, sponsors, exhibitors, attendees, speakers, tenants of a meeting room or authors of a poster hereby waive any claim against ABIM AG, its officers, directors, agents, volunteers, vendors, employees and the Congress Center Basel for losses or damage which may arise in consequence of such inability to occupy assigned space or activities.

9) Cancellation

a) *Cancellation of the live meeting by the organiser for good reason*

If, for good reason, for example war, unrest, natural disaster, fire, strike, lock-out, sabotage by third parties, pandemic, epidemic, other force majeure etc., the conference in 2024



cannot be conducted as planned, the organiser reserves the right to cancel the meeting or to change place, format and/or timing of the meeting.

In case of cancellation of the conference

- up to and including **20 September 2024**, all fees paid will be returned to the attendees and unpaid fees are not to be paid.
- after **20 September 2024**, any fees or charges that have already been paid will only be refunded in part or full at the sole discretion of the organiser.

The attendees waive any claims against ABIM AG, its officers, directors, agents, volunteers, vendors, employees and the Congress Center Basel for losses or damages, which may arise in consequence of the cancellation of the conference and all meetings in connection with the conference.

b) Cancellation of attendance by the attendee

Cancellations must be made in writing to the conference secretariat, conference@abim.ch by the deadline dates. Cancellations by phone will not be accepted. The attendees may only cancel the attendance if the conference has not already been cancelled before by the organiser. In this case only the cancellation terms of the cancellation by the organiser apply.

Where cancellation occurs

- up to and including **20 September 2024**, an administration fee of 20% of the registration fee will be charged.
- up to and including **4 October 2024**, an administration fee of 50% of the registration fee will be charged.
- after **4 October 2024**, the registration charges are payable in full and no refund will be given. A replacement person can be sent to the meeting with appropriate written notification to the conference secretariat, conference@abim.ch.

There are no exceptions to the above regulations also in the event of failure to attend, late arrival, visa rejection, illness, noncompliance with health regulations, unattended meetings or early departure.

c) Cancellation of a sponsorship package

A two-week cooling off period exists after the booking of the services. If cancellation occurs outside this cooling off period, the charges for the sponsorship are payable in full and no refund will be issued.

d) Cancellation of a booth

- up to and including **30 August 2024**, an administration fee of 20% of the total cost of the booth will be charged to the exhibitor.
- after **30 August 2024**, the charges for the booth are payable in full.

e) Cancellation of a meeting room

- up to and including **30 August 2024**, an administration fee of 20% of the total cost of the meeting room will be charged.



- after **30 August 2024**, the charges for the meeting room are payable in full.

f) Cancellation of a poster wall at the poster exhibition

- up to and including **30 August 2024**, an administration fee of 20% of the total cost of the poster wall will be charged.
- after **30 August 2024**, the charges for the poster wall are payable in full.

10) Refund policy

Refunds will be processed within 30 days of the conference. Refunds of CHF 30.00 or less will be treated as a contribution and will not be refunded. Refunds due to overpayment or changes to an existing registration will be subject to a CHF 20.00 processing fee. Differences due to registration in the wrong category or differences arising from failure to provide the IBMA membership number will not be refunded.

11) Liability and indemnification

Regardless of the legal reason, the organiser is only liable for financial and material damage arising intentionally or from gross negligence. The organiser accepts no liability for: accidents occurring during the meeting, or en route to or from the meeting venue; theft; or loss of or damage to any items. The organiser cannot be held liable for the cancellation of the meeting.

All sponsors, exhibitors, attendees, speakers, tenants of a meeting room or authors of a poster will be fully responsible for any claims, liabilities, losses, damages, or expenses, including attorney's fees, relating to or arising out of any loss of, injury to, or damage to any person or own property or any other property where such injury, loss or damage is incident to, arises out of or is in any way connected with the attendance at the meeting. The attendee, company or organisation shall protect, indemnify, hold harmless, and defend ABIM AG, its officers, directors, agents, volunteers, vendors, and employees from and against any and all such claims, liabilities, losses, damages, and expenses, including attorneys' fees, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the negligence or wilful misconduct of ABIM AG and/or the Congress Center Basel, their officers, directors, agents, volunteers, vendors or employees. The tenant of a meeting room shall be liable to the Basel Marriott Hotel or the Messeturm for any damage caused to the rooms assigned to him or to the fixtures and fittings and utensils therein or to the Basel Marriott Hotel or the Messeturm as a whole by any act, omission or negligence of the tenant or of any of the tenant's contractors, employees or guests and shall pay to the Basel Marriott Hotel or the Messeturm on demand such sum as may be necessary to make good or repair such damage.

12) Data protection – Excerpt of the [Privacy Policy of the ABIM website](#)

a) Registration service

(1) You can register for ABIM as sponsor, exhibitor, attendee, speaker and book offerings via the online registration service. We use the Cvent platform for the registration service within the meaning of the GDPR, Art. 28 and we have concluded an order processing



agreement. For further information on the Cvent platform, please refer to [Cvent's privacy policy](#).

(2) For this purpose, the following data marked as mandatory data must be entered: first name, surname, organisation, mobile phone number, email address, street, postal code, city and country, selected sponsorship, exhibition booth or session/workshop. We need this data to register your online application for the event and to enable your attendance in the conference. The provision of further, specifically marked data is voluntary and is used in order to optimize the programme content and to be able to use further contact options with you. You are entitled to withdraw your consent to the above paragraph at any time.

(3) The legal basis for this is our legitimate interest in offering you an online application for our event in accordance with Art. 6 Par. 1 S. 1 lit. f GDPR. The data will not be passed on to third parties or used in any other way.

b) Attendee list

As part of the application service, you can voluntarily choose the option to release your data for the purpose of networking. Your details (first name, last name, job title, organisation, country) will be recorded. Your data will be entered in the attendee lists on the basis of your consent; the legal basis is Art. 6 para. 1 sentence 1 lit. a GDPR. Your data will not be used for any other purpose than the compilation of attendee lists. Consent to appear on the list is given separately for each workshop or professional meeting and can be revoked at any time with effect for the future. The attendee list will be made available to registered attendees via the conference platform (Attendee Hub and App). Registered attendees will be able to contact each other and make appointments. The attendee list will not be distributed in any other form and attendee data will not be shared in any other way. The attendee list cannot be downloaded. The attendee list will not be distributed to the sponsors, exhibitors and other interested persons, companies or organisations.

c) Publishing photos and recordings

(1) An attendee agrees that photos and recordings taken of him/her during the event may be used by the organisers for communication and dissemination purposes. The photos/recordings are intended to be published online, in information material, news releases etc. The decision to give the consent is voluntary and can be withdrawn at any time.

(2) A speaker/presenter and attendee authorises free of charge, the right of representation and reproduction of its image and pdfs of any presentation made by him/her, as part of the ABIM programme of 21-23 October 2024. By agreeing, he/she grants permission to ABIM AG, to store, process and publish photos or recordings taken of him/her during ABIM 2024. The photos and/or recordings are considered as personal data and can be used in both printed and digital form, for the purpose of disseminating information on the Annual Biocontrol Industry Meeting. The photos/recordings and presentation pdfs are intended to be published online, in information material, news releases etc.

These rights are transferred under the following framework:

Dissemination by any current or future means including visual, television, audio and on the internet (websites, social network sites such as LinkedIn, X and sharing such as YouTube). He/she also consents that ABIM AG can publish name and position of the



speaker/presenter connected to photos/recordings and presentation pdfs taken of him/her for the dissemination purposes described above.

13) Applicable law and jurisdiction

The provisions of Swiss law shall apply exclusively to all relationships under the agreement. The place of jurisdiction for all claims relating to your order is Laufenburg, Switzerland. The organisers are also entitled to bring legal action under a different jurisdiction. Should any individual provisions be or become ineffective, this will not affect either the effectiveness of the rest of the agreement or these General Terms and Conditions.

All matters and questions not specifically covered by these General Terms and Conditions, are subject solely to the arbitration decision of the ABIM AG Executive Board.

Antitrust Policy and Guidance at Meetings

Antitrust issues explained

While some activities among competitors are both legal and beneficial to the industry, group activities of competitors are inherently suspect under the antitrust laws. Agreements or combinations between or among competitors need not be formal to raise questions under antitrust laws, but may include any kind of understanding, formal or informal, secretive or public, under which each of the participants can reasonably expect that another will follow a particular course of action.

Each of you is responsible to see, that topics, which may give an appearance of an agreement, that would violate the antitrust laws, are not discussed at your meetings. It is the responsibility of each participant in the first instance to avoid raising improper subjects for discussion. This reminder has been prepared to assure that participants in meetings are aware of this obligation.

The DOs and DON'Ts presented below highlight only the most basic antitrust principles. Each participant in a meeting should be thoroughly familiar with his/her responsibilities under the antitrust laws and should consult counsel in all cases involving specific situations, interpretations or advice.

Don't

Do not, in fact or appearance, discuss or exchange information regarding:

- individual company prices, price changes, price differentials, mark-ups, discounts, allowances, credit terms etc., or data that bear on price, e.g. costs, production, capacity, inventories, sales etc.
- industry pricing policies, price levels, price changes, differentials etc.
- changes in industry production, capacity or inventories.



- bids on contracts for particular products; procedures for responding to bid invitations.
- plans of individual companies concerning the design, production, distribution or marketing of particular products, including proposed territories or customers.
- matters relating to actual or potential individual customers or suppliers that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers or customers.

Do not discuss or exchange information regarding the above matters during social gatherings incidental to meetings, even in jest.

Do

- Have an agenda and adhere to the prepared agenda for all meetings.
- Get minutes taken and object if they do not accurately reflect the discussion and actions taken.
- Protest against any discussions or meeting activities, which appear to violate the antitrust laws; disassociate yourself from any such discussions or activities and leave any meeting in which they continue.
- Refer to appropriate legislation such as EU legislation.

Code of conduct

- Exhibitors will agree to act in a responsible manner whilst exhibiting at ABIM. They shall make claims that are “based on good science” and are not misleading in any way. The authorisation or approval status of products or ingredients/agents, when claimed, should be accurate and should be supported by appropriate documentation if asked. As the exhibition is about biocontrol, the display should be relevant to an audience interested in biocontrol. Exhibitors should avoid direct comparisons with competitors without reference to reputable scientific studies. Exhibitors agree to act in a responsible manner at the booth and not prevent or hinder other exhibitors from promoting their products. Display products should ideally be dummy packs. Bringing dangerous and/or toxic substances to the booth is prohibited. Exhibitors agree to amend or remove elements of their display that are deemed to be in conflict with the code of conduct by the ABIM AG Executive Board and the general regulations of the Congress Center Basel, the arbitrators of this policy.