



ANNUAL MEETING 2020

TERMS AND CONDITIONS FOR REGISTRATION AND PARTICIPATION

The following Terms and Conditions apply to any services provided by the European Petrochemical Association A.I.S.B.L., with seat located at the Avenue de Tervuren 270, 1150 Brussels, Belgium (registration number in the CBE: 0408.299.922) (hereafter referred to as "EPCA") in relation with the EPCA Annual Meeting 2020 to be held in virtual format from Monday, October 5th to Wednesday, October 7th 2020. All our services are provided in business to business relationships.

By registering for the EPCA virtual Annual Meeting 2020, the applicant agrees with the application of the present Terms and Conditions.

1. Definitions

Annual Meeting means the whole of the three EPCA virtual business sessions presented as webinars, as described in the Annual Meeting brochure made available by EPCA.

EPCA Organized Meeting means a meeting which is organized directly by EPCA. Meetings/events which are organized by Delegates during the Annual Meeting are not considered as EPCA Organized Meetings.

Delegate means Annual Meeting registrant, representative of an EPCA member company (full or associate), an EPCA customer or an EPCA sponsor or any other person EPCA may deem appropriate to invite.

2. Registration process and access to the Annual Meeting

2.1. Registration for the EPCA virtual Annual Meeting 2020 is free of charge for and limited to representatives of EPCA member companies having paid their 2020 membership fees, membership applicants, speakers or any other person EPCA may deem appropriate to invite. The registration process is described in the Annual Meeting brochure and on the EPCA website.

Registration for the Annual Meeting includes access to the three virtual business sessions scheduled from Monday October 5th to Wednesday October 7th.

Registration can be made via the member companies' area of www.epca.eu by using an existing profile (in case of Delegates of past EPCA Annual Meetings) or by creating a new profile (in case of registrants that have not attended an EPCA Annual Meeting before).

Registration is binding for the Delegate upon online registration and cannot be transferred to other individuals. EPCA reserves the right to reject or cancel any registration.

2.2. Upon registration for the Annual Meeting, the Delegates will receive a registration confirmation by e-mail from EPCA. The practical information relating to the virtual sessions they registered for will be sent via the BigMarker Webinar platform, originating from "EPCA <webinar.host@bigmarker.com>" and includes as follows:

- Reminder of the subject, date and time of the Annual Meeting
- Individual access code(s) for the virtual business session(s) concerned
- System check to verify that access to the webinar is possible
- Embedded link to add the webinar details to the Delegate's calendar

The individual access code(s) transmitted to the Delegate are confidential and solely for the use of the Delegate.

2.3. In order to attend the Annual Meeting online, the Delegate will need hardware/software that meets the requirements indicated on the BigMarker website: [System requirements](#).



2.4. When participating to the Annual Meeting via BigMarker, the Delegates will not:

- (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the videoconferencing service;
- (ii) knowingly or negligently use the videoconference services in a way that abuses, interferes with, or disrupts the videoconference service provider (BigMarker) networks or services;
- (iii) engage in activity that is illegal, fraudulent, false, or misleading,
- (iv) transmit through the videoconference services any material that may infringe the intellectual property or other rights of third parties;
- (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the videoconference services of BigMarker; or
- (vi) use the videoconference services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation;
- (vii) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the videoconference services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of BigMarker or other users of the videoconference services;
- (viii) engage in any activity or use the videoconference services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the videoconference services or BigMarker's security systems.
- (ix) use the videoconference services in violation of any BigMarker policy (which can be found [here](#)), or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings.

EPCA reserves the right to suspend (or terminate) the access to the business sessions to Delegates who do not act in accordance with these rules.

3. Cancellation or Postponement by EPCA

3.1. EPCA reserves the right to alter the content and the timing of the Annual Meeting, including the content and the timing of the sessions which are part of the Annual Meeting, or the identity of speakers.

3.2. It may also be the case that EPCA, for reasons beyond its control, has to cancel or postpone the whole Annual Meeting. The reasons can be as follows (list not exhaustive): pandemic, the application of security measures imposed in this context, the unavailability of personnel due to contagious infection, interruption of services provided by third parties, technical problems beyond the reasonable control of EPCA, acts of God, war, civil disturbance, insurrections, acts of government, strikes or other labor troubles, threats or acts of terrorism or similar acts, curtailment or interruption of transportation or accommodation facilities, or other emergency or hindrance ; that make it inadvisable, illegal, impossible, or reasonably too cumbersome, costly or risky for EPCA to further organize the Annual Meeting or otherwise carry out its obligations under the present Terms and Conditions. In such a situation, EPCA will inform the Delegates by prompt written notice with details following the occurrence of the cause relied upon.



4. Liability

4.1. EPCA can only be held responsible for the virtual business sessions presented as webinars organized by EPCA and will bear no responsibility whatsoever for any and all peripheral arrangements made by Delegates, directly or indirectly.

4.2. EPCA endeavors to offer webinars that challenge “business as usual” approaches. However, Speakers, Moderators, Panel Members, Delegates and others intervening in the debate act on their own and on their company’s behalfes and are solely responsible and liable for the oral or written content of their input and the impact on the public thereof.

EPCA only offers the platform and does not take any responsibility or assume any liability, directly or indirectly, for any third party’s content or information.

4.3. EPCA shall not be liable to the Delegate for any loss or damage to the Delegate’s person or property occurring during the Annual Meeting or any peripheral event, unless in the event of fraud on EPCA’s part. With regard to its subcontractors, EPCA’s duties are limited to contracting with reputable subcontractors and shall not be liable in case of negligence of one of its subcontractors.

4.4. EPCA cannot be held liable for problems of connection that may occur when connecting to the Annual Meeting or for any quality loss of image/sound deriving therefrom.

4.5. EPCA takes reasonable security measures to ensure the security and confidentiality of communications during the Annual Meeting. EPCA can however not be held liable for consequences of virus attacks, malware, spyware, etc., despite the security and authentication measures in place.

4.6. The liability of EPCA is in any case limited to direct material damage caused to the Delegate, and therefore no compensation will be paid for immaterial damage such as loss of data, loss of reputation, loss of business (opportunities) and other losses (including but not limited to costs for private functions or events organized by the Delegate or third parties around the Annual Meeting dates).

4.7. The Delegate waives any right to claim damages, consequential, direct or indirect, interests, costs or losses as a consequence of the changes in the Annual Meeting program and the consequence of the cancellation or postponement provided under point 3.2 above.

4.8. The limitations of liability contained in the present section are only applicable to the extent that they are not contrary to any provisions of mandatory law and will be reduced accordingly as to comply with such provisions, if needed.

5. EPCA is an internationally protected name, trademark and logo and EPCA’s recordings of the Annual Meeting are copyrighted material.

5.1. The EPCA name, trademark and logo cannot be used in any communication, company literature, press release or any other promotional material or communication without EPCA’s explicit prior consent in writing.

5.2. The recordings of the Annual Meeting are protected under international copyright law and EPCA is the owner of the copyright on these recordings. Any re-recording or further broadcasting of any part of the Annual Meeting without prior written authorization of EPCA infringes the copyright of EPCA and is prohibited.

6. Compliance with competition law

EPCA and its members are committed to strict competition law compliance. Member companies are also committed to strict compliance when they participate in activities that are not EPCA Organized Meetings as such but take place in the wider context of EPCA’s mission. Virtual meetings/events which are organized by Delegates during the Annual Meeting dates are not considered as EPCA Organized Meetings.

Speakers, Moderators, Panel Members, Delegates and others intervening in a debate or discussions during the webinars organized by EPCA, act on their own and on their company’s behalfes and are solely responsible and liable for the oral or written content of their input and the impact on the public thereof.

7. Processing of personal data and cookies

7.1. Personal data is information that identifies and relates to a Delegate. In the case of the EPCA meetings, workshops and webinars, it includes but is not limited to: last name, first name, business mailing address, office telephone and fax numbers, mobile telephone number, business email address, job title, VAT number and legal documentation required under EU VAT codes.

The image and/or the voice of Delegates will be broadcasted and recorded if they turn on their camera and/or microphone to participate in the sessions of the Annual Meeting.

7.2. The personal data and information that the Delegates provide to EPCA, are processed by EPCA in accordance with the EU General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council of 27 April 2016. These data will be used for EPCA meeting management purposes only and may only be transmitted to third parties when the carrying out of EPCA's obligations under the present Terms and Conditions requires it. The personal data is used in compliance with our Privacy Policy which is available on our website at the following address: <https://epca.eu/Privacy-Policy>.

7.3. The Delegate accepts that the Bigmarker platform processes the personal data required to generate the personalized access codes (first name, last name, email address) and to provide the videoconference services, and installs cookies and unique identifiers on the Delegate equipment, which are necessary to identify the Delegate upon joining the virtual business sessions. The delegate also accepts that in case of questions asked during the Q&A sessions of the business sessions, EPCA can identify the individual delegate.

7.4. EPCA Delegates who do not wish their name and/or contact details to appear on the attendance list available in the member companies' area of the EPCA website and in the EPCA community app should tick the appropriate box upon registration or inform EPCA in writing before 2nd October 2020. Not ticking the relevant box upon registration or the absence of written instructions not to be included will result in publication of the Delegate's details in the above-mentioned lists.

8. Applicable law and competent courts

The organization and operation of the Annual Meeting and all registrations for it as well as the present Terms and Conditions are subject to Belgian Law. The commercial court of Brussels is the sole court competent.