

# TERMS AND CONDITIONS FOR EXHIBITION - PDA EUROPE gGMBH

## A. CONTRACT; EVENT ACCESS CONDITIONS

- a. By signing the registration form you warrant and represent that you have all necessary authority and, if necessary, the consent of, the Exhibitor's representative to provide personal information in connection with the formation and performance of the Exhibitor Contract.
- b. Transmitting the filled-in registration form constitutes a binding application for the event and confirms your acceptance of these Terms and Conditions.
- c. A legally binding Exhibitor Contract regarding the participation at the event is concluded once PDA Europe gGmbH (hereinafter "PDA EU") has returned to you a written confirmation. This confirmation will be sent to you after receipt of payment. You must have this confirmation to be considered enrolled for the event.

## B. BILLING; PAYMENTS

- a. Full payment must be received 6 weeks from date of invoice. PDA EU is not responsible for any incurring fees in addition to wire transfer payment (bank charges). PDA EU's invoice number MUST be given as a reference. Never send money before PDA EU's invoicing.
- b. Registration after 6 weeks prior to the start of the event will require payment by credit card only.

## C. CHANGE OF PARTICIPANT; SUBSTITUTIONS

- a. If an Exhibitor's representative is unable to attend, substitutions are welcome.
- b. Substitutions are free of charge until 4 weeks prior to the start of the event. After this date, there will be a service charge of € 100 excl. VAT per name change.
- c. Persons arriving on site as a substitute must be able to identify themselves by a valid picture ID.

## D. CANCELLATIONS; REFUNDS

- a. Cancellations and refund requests must be made in writing.
- b. If PDA EU has received a cancellation of the Exhibitor Contract 12 weeks prior to the start of the event, 50% refund will be made, with a service charge of € 200 excl. VAT per registration. After 12 weeks prior to the start of the event NO refund will be made.
- c. If PDA EU has received a cancellation of an Exhibitor's representative of 4 weeks prior to the start of the event, full refund will be made, with a service charge of € 200 excl. VAT per registration. After 4 weeks prior to the start of the event NO refund will be made.
- d. No-shows are responsible for paying the full registration fee and are not eligible to receive a refund.

## E. EVENT MODIFICATION

- a. PDA EU reserves the right to modify the event format without notice or to cancel an event.
- b. If an event must be cancelled, you will be notified as soon as possible and will receive a full refund of fees paid.
- c. Further liability and compensation claims (e.g. hotel rooms, transportation penalties or any other costs incurring due to a cancellation) are excluded. This exclusion of liability does not apply to damages from injury to life, body or health resulting from a negligent breach of duty by PDA EU or an intentional or negligent breach of duty by a legal representative or vicarious agent of PDA EU, and other damages resulting from an intentional or grossly negligent breach of duty by PDA EU or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of PDA EU.

## F. DOCUMENTATION

- a. By signing the registration form you give complete picture usage right to PDA EU and allow PDA EU to create video and/or sound recordings of your exhibition space and your intervention in the event. This right extends also to the use of the recordings for marketing purposes of PDA EU.
- b. Exhibitor's representatives are not permitted to create video and/or sound recordings of the event or event contents or other event attendees at the event without their consent and PDA EU's prior approval.

## G. ALLOCATION OF EXHIBITION SPACE

- a. Allocation of exhibition space will be made on a first-come-first-serve basis.
- b. Your request of exhibition space will not be guaranteed unless PDA EU has received full payment.
- c. PDA EU reserves the right to change the layout of the floor plan without notice, even for confirmed exhibition space.

## H. PERSONAL DATA

- a. The processing of personal data will be subject to the Privacy Notice.

## I. ATTENDEE LIST

- a. PDA EU may provide an attendee list. The attendee lists do included only participants which have given prior consent.
- b. Participants who have not given their consent can do so by sending an e-mail to registration-europe@pda.org.
- c. You shall not circulate any personal information obtained from the attendee list (e.g. names, email addresses, mailing addresses) and shall not use any personal information other than for your personal networking purposes.

## J. ATTENDEE DATA

- a. This section pertains only to the extent to the extent to which PDA EU may disclose personal data relating to individuals located in the European Economic Area (EEA), the Data Subjects, to the exhibitor.
- b. Exhibitor acknowledges and agrees that, in connection with the Exhibitor Contract, it may receive personal data of Data Subjects located in the EEA and such data may be subject to certain data protection laws, including the EU General Data Protection Regulation (GDPR) and the corresponding implementing national laws (collectively, the EU Data Protection Laws). The Exhibitor warrants and represents that it will comply with all data protection requirements under the EU Data Protection Laws, and its controller obligations, when processing personal data of Data Subjects. PDA EU shall comply with its own obligations under EU Data Protection Laws when processing personal data of Data Subjects as a controller.
- c. The Exhibitor and PDA EU will assist each other in complying with their respective obligations under EU Data Protection Laws, including but not limited to, assisting each other with verifying the authenticity of Data Subjects or responding to Data Subject requests. To the fullest extent required by applicable law, the Exhibitor shall be responsible for providing notifications to, and respond to inquiries and requests from, the Data Subjects.
- d. Unless the Exhibitor is located in the EEA or in a jurisdiction with an adequacy decision from the European Commission or has adopted another personal data transfer mechanism approved by the European Commission the following shall apply: The transfer of personal data from PDA EU to the Exhibitor shall be made pursuant to the terms of the EU Standard Contractual Clauses for the transfer of personal data to third countries from Controller to Controller (Annex to the COMMISSION IMPLEMENTING DECISION of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 – Module One) which are incorporated herein. For purposes of the Standard Contractual Clauses, PDA EU shall be the Data Exporter and the Exhibitor the Data Importer.
- e. The Exhibitor shall use personal data received from PDA EU only for his own purposes and in compliance with the statutory provisions, in particular the applicable data protection provisions, and shall only pass such data on to any third parties if and insofar as it is legally obliged to do so or as it has received the express consent from the person concerned.
- f. The Exhibitor shall defend, hold harmless, and indemnify PDA EU as to any third party's claims, actions, investigations, or other proceedings and related damages, injuries, awards, or other liabilities in connection with the Exhibitor's violations of its obligations under this section Attendee Data or a breach of data protection law.
- g. The individual signing the registration form as Exhibitor's representative shall be deemed to be the contact person for all data protection inquiries in connection with the personal data of Data Subjects being transferred hereunder.

## K. CHOICE OF LAW; PLACE OF JURISDICTION

- a. The laws of the Federal Republic of Germany shall apply.
- b. Exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions shall be Berlin, Germany.

# PRIVACY NOTICE FOR EXHIBITION - PDA EUROPE gGMBH

## 1. PERSONS RESPONSIBLE (CONTROLLER)

1.1 Controllers within the meaning of the EU General Data Protection Regulation (hereinafter „GDPR“) are:

Parenteral Drug Association. Inc. (hereinafter: "PDA"), 4350 East-West-Highway, Suite 600, Bethesda, MD 20814, USA, Phone: +1 301 656-5900, Fax: +1 301 986-0296, Email: registration@pda.org and PDA Europe gGmbH (hereinafter „PDA EU“), Am Borsigturm 60, 13507 Berlin, Germany, Phone: +49 30 436 55 08-0, Fax: +49 30 436 55 08-66, Email: registration-europe@pda.org as joint controllers pursuant to Article 26 GDPR (hereinafter: "joint controllers", "we" or "us").

1.2 With regard to processing of Personal Data concerning persons within the European Union, PDA has designated PDA Europe gGmbH, Am Borsigturm 60, 13507 Berlin, Germany, Phone: +49 30 436 55 08-0, Fax: +49 30 436 55 08-66, Email: registration-europe@pda.org as its representative in the European Union. PDA Europe is mandated by PDA to be the recipient on behalf of the Company of all issues related to processing of personal data concerning persons within the European Union.

1.3 With respect to the joint processes, we jointly determine the purposes and means of processing. In an agreement on joint controllership pursuant to Article 26 GDPR, we have determined how the respective tasks and responsibilities in the processing of personal data are structured and who fulfills which data protection obligations. In particular, it was determined how an appropriate level of security and the rights of data subjects can be ensured, how the information duties under data protection law can be fulfilled jointly and how potential data protection incidents can be monitored. This also includes ensuring that reporting and notification obligations are fulfilled.

## 2. PERSONAL DATA PROCESSED

We only process personal data if an exhibitor/sponsor provides this, e.g. as part of a registration, a contact form, a survey, or for the execution of a contract, and even in these cases only insofar as this is permitted to us on the basis of a consent given or in accordance with the applicable legal provisions. In the case of exhibitors and sponsors, this usually concerns personal data of representatives/contact persons named by the exhibitor/sponsor. The provision of this information is voluntary. However, if the exhibitor/sponsor does not provide the information requested, we might be unable to process the registration or respond to the inquiry.

### 2.1 PROCESSING FOR INITIATING OR FULFILLING A CONTRACT, ART. 6 (1) (B) GDPR

2.1.1 We process personal data for the purposes of initiating or fulfilling a contract (e.g. offer preparation, execution or termination of a contract). For this purpose we process personal information (e.g. name, title, job title, billing address, phone and fax number, email, company, department); contract data, payment information (e.g. bank data, payment behavior and history).

2.1.2 Furthermore, we might use personal data if we are commissioned to book a hotel room for a representative of an exhibitor/sponsor with one of our event partners or if we are commissioned to book other event-related services in the exhibitor's/sponsor's name. In the performance of such contracts, we will share personal data, to the minimum extent necessary. The data we may provide includes name, residence, email address, and other identification information that might be required. The processing of personal data by the commissioned person or company is made in their capacity of data controller and subject to their own privacy policy.

2.1.3 In case we are providing food at our events, we may ask exhibitors/sponsors about food allergies or other conditions of their representatives, so that we can adapt the menu accordingly. Providing this information is optional, and we will only process it if the exhibitor/sponsor updates their representative's profile with such information.

### 2.2 PROCESSING ON CONSENT, ART. 6 (1) (A) GDPR

If the exhibitor/sponsor or their representative/contact person has consented to the processing of their personal data by us for certain purposes (e.g. data transmission to us initiating a contract, SEPA Direct Debit Scheme, surveys or promotional purposes, transmission of data within the PDA-Group, taking and using photos and film recordings for promotional purposes, printing names and contact information on attendee and exhibitor lists e.g., share the personal information with other event exhibitors/sponsors), that consent is the legal basis for the processing.

### 2.3 PROCESSING FOR FULFILLMENT OF OUR LEGAL DUTIES, ART. 6 (1) (C) GDPR

We are processing attendee's personal data if this is necessary for the fulfillment of our legal obligations (e.g. for the retention of data according to commercial or tax law).

### 2.4 PROCESSING ON LEGITIMATE INTERESTS, ART. 6 (1) (F) GDPR

#### 2.4.1 JOINT MEMBER AND REGISTRATION DATABASE / MARKETING

Since PDA EU and PDA are both parties of the PDA-Group personal data (mentioned under Section 2.) is processed in a joint member and registration database and we process personal data for administrative purposes and also for joint marketing, market and opinion research, to run statistics about our exhibitors/sponsors e.g. to improve our future events, for personalized offers and to contact exhibitors/ sponsors about other events that we organize and think may be in their interest.

#### 2.4.2 PASSING CONTACT INFORMATION TO CO-EXHIBITORS

We might pass on contact information of representatives of upon request to co-exhibitors and neighboring exhibitors for the purpose of coordination regarding the respective stand constructions and exhibition appearances based on our legitimate interest in optimizing the event and ensuring the best possible support for exhibitors.

#### 2.4.3 PICTURES AND VIDEO FOOTAGE

We may be taking photos and record video footage of our events on PDA's website, social media and printed marketing materials. Given that the events are public areas with controlled access, and that we do not intend to photograph persons directly but rather groups, we do this based on our legitimate interest to document the events and market their success. We will not use photos or videos of individuals and small groups for marketing purposes unless we obtain their prior consent.

#### 2.4.4 PROTECTION OF LEGAL INTERESTS

Furthermore, we use personal data in the case that we must assert legal claims or to defend against legal claims.

## 3. DISCLOSURE OF PERSONAL DATA

3.1 We will share strictly necessary parts of personal data, on a need-to-know basis with hotels where we book accommodation in the exhibitor's/sponsor's name; third parties involved in organizing the events, client support, or sales activities; financial institutions, payment processors and collection agencies for payment services; external processors (e.g. IT-Service-Provider) in accordance with the legal requirements of Art. 28 GDPR; other parties such as public authorities and institutions, accountants, auditors, lawyers and other outside professional advisors, to protect our rights or the rights of a third party or where we are required by law to make such a disclosure; persons demonstrating legal authority to act on the exhibitor's/sponsor's behalf.

3.2 Any third-party processors with whom we choose to share personal information under the above are limited (by law and by contract) in their ability to use the personal information for the specific purposes identified by us. We will always ensure that any third parties with whom we choose to share personal information are subject to privacy and security obligations consistent with this Privacy Notice and applicable laws.

## 4. TRANSFERS OF INFORMATION OUTSIDE THE EEA

4.1 Since our joint member and registration database is located in the USA, we process personal data of outside of the European Economic Area (hereinafter „EEA“) within the PDA-Group on the basis of the most current European Commission approved standard contractual clauses.

4.2 Where personal data is transferred to other entities as mentioned in Section 3 above, we will take appropriate measures to ensure that the recipient protects the personal information adequately by this Privacy Notice. These measures include entering into the most current European Commission approved standard contractual clauses with them.

## 5. SECURITY

We use technical and organizational security measures to protect personal data managed by us against manipulation, loss, destruction and against access by unauthorized persons.

## 6. DURATION OF STORAGE AND DELETION OF PERSONAL DATA

The duration of the storage of personal data depends on the existing legal archival requirements (such as retention periods relating to commercial or tax law). After expiry of the various statutory retention periods all personal data will be deleted immediately, if the data is no longer necessary for contract processing, contract initiation and/or there is no other legitimate interest for continued storage or in the case that the data subject has expressly consented to further use of their data beyond this.

## 7. RIGHTS OF THE DATA SUBJECT

Data subjects under EU data protection law have the following rights:

7.1 The data subject has the right of access (Art. 15 GDPR), the right to rectification (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR), the right to be informed about each recipient to whom their personal data has been disclosed (Art. 19 GDPR) and the right to data portability (Art. 20 GDPR).

7.2 To the extent that data processing is based on a consent the data subject has the right to withdraw consent for data processing under such consent at any time free of charge with future effect (Art. 7 para. 3 GDPR).

### 7.3 Right to object (Art. 21 GDPR)

The data subject has the right to object at any time to the processing of their personal data pursuant to Art. 6 para. 1 letter e GDPR (data processing in the public interest) or Art. 6 para. 1 letter f GDPR (data processing based on a balance of interests) on grounds relating to their particular situation. If the data subject objects, we will only process the data subject's personal data if we can prove compelling legitimate reasons that outweigh the data subject's interests, rights and freedoms, or for the establishment, exercise or defense of legal claims. If the data subject objects to processing for direct marketing purposes, the data subject's personal data will no longer be processed for such purposes.

7.4 To exercise their legal rights, data subjects can contact us in writing (including electronically) at the contact details provided in section 1.1 and 1.2 above.

7.5 Furthermore, the data subject has the right to lodge a complaint about the processing of your data by us with a data protection supervisory authority in Europe (Art. 77 GDPR). For us, the State Commissioner for Data Protection ("Berliner Beauftragte für Datenschutz und Informationsfreiheit"), Friedrichstraße 219, 10969 Berlin, Germany, Phone: +49 30 138890, is responsible. Alternatively, the data subject may also contact the data protection supervisory authority at their usual place of residence or workplace within the European Union.

## 8. USE OF THE WEBSITE WWW.PDA.ORG

The exhibitor/sponsor may use the Website www.pda.org for registration. In this case the Website collects certain information about the user, which is processed as stated in more detail in the Websites' Privacy Policy and Cookie Policy.

## 9. CHANGES TO OUR PRIVACY NOTICE

We reserve the right, at our discretion, to modify our privacy practices and update and make changes to this privacy notice at any time.