

TERMS AND CONDITIONS FOR PARTICIPANTS - PDA EUROPE gGMBH

A. CONTRACT; EVENT ACCESS CONDITIONS

- a. By placing the order you warrant and represent that you have all necessary authority and, if necessary, the consent of, the Company's representative to provide personal information in connection with the formation and performance of the Contract.
- b. Placing the order constitutes a binding application for the event and confirms your acceptance of the Terms and Conditions and the Privacy Notice.
- c. A legally binding Contract regarding the participation at the event is concluded once PDA has returned to you an order confirmation including an invoice.

B. BILLING; PAYMENTS

- a. Full payment must be received 6 weeks from date of invoice. PDA is not responsible for any incurring fees in addition to wire transfer payment (bank charges). PDA's invoice number MUST be given as a reference. Never send money before PDA's invoicing.
- b. Payments must generally be made by credit card or guaranteed by purchase order. For alternative payment methods (e.g. bank transfers) please contact PDA.
- c. Providing the VAT ID is mandatory for companies located within the EU.
- d. Registration after 6 weeks prior to the start of the event will require payment by credit card only.
- e. In order to be considered enrolled for the event, you must have received a payment confirmation. Credit card payments will regularly be confirmed immediately after settling of charges.
- f. Subsequent requests after registration to change the billing address, to receive an invoice for more than one participant or other invoice details will result in an additional service charge of € 50 excl. VAT per request.
- g. The request to upload the invoice on an internet portal will result in an additional service charge of € 50 excl. VAT per invoice.

C. CHANGE OF PARTICIPANT; SUBSTITUTIONS

- a. If a Company's representative is unable to attend, substitutions are welcome.
- b. Substituting a PDA member by a non-member requires paying the difference between member and non-member fees by credit card payment before the start of the event. Exchange of a non-member by a PDA member will not result in a refund.
- c. 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.
- d. 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 has received the cancellation 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.
- c. No-shows are responsible for paying the full registration fee and are not eligible to receive a refund.

E. CHANGE OF EVENT

- a. Registered participants who wish to switch to another event may request to be transferred subject to availability. If the fee for the surrogate event exceeds the fee of the original event, the transfer requires additionally payment of the difference between both fees. If the fee for the original event exceeds the fee for the surrogate event, the participant is not entitled to a refund.
- b. In case that PDA has already sent the download link to the training course documentation of the original event to the participant, the participant may keep the training course documentation and the transfer to the surrogate event is subject to an additional transfer charge of € 400 excl. VAT.

F. EVENT MODIFICATION

- a. PDA 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 or an intentional or negligent breach of duty by a legal representative or vicarious agent of PDA, and other damages resulting from an intentional or grossly negligent breach of duty by PDA or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of PDA.

G. DOCUMENTATION

- a. Any event documentation is prepared to the best of knowledge and belief of its author. Event documentation prepared by third parties (e.g. presentations) are the sole responsibility of this third party.
- b. Training Course documentation will typically be provided electronically via download link prior to the event, or, in case of on-site registration, without undue delay after the registration.
- c. Participants 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's prior approval.

H. ATTENDEE LIST

- a. PDA may provide an attendee list. The attendee lists do only include participants which have given their 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 use any personal information obtained from the attendee list (e.g. names, email addresses, mailing addresses) for any other than for your personal networking purposes.

I. ATTENDEE DATA

- a. This section pertains only to the extent to which PDA may disclose personal data relating to individuals located in the European Economic Area (EEA), the Data Subjects, to the participant and in the event that the provisions of the GDPR apply to the participant.
- b. Participant acknowledges and agrees that, in connection with his Contract with PDA Europe gGmbH, 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 Participant 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 shall comply with its own obligations under EU Data Protection Laws when processing personal data of Data Subjects as a controller.
- c. The participant and PDA 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 participant shall be responsible for providing notifications to, and respond to inquiries and requests from, the Data Subjects.
- d. Unless the participant 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 to the participant 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 shall be the Data Exporter and the participant the Data Importer.
- e. The participant shall use personal data received from PDA 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 participant shall defend, hold harmless, and indemnify PDA as to any third party's claims, actions, investigations, or other proceedings and related damages, injuries, awards, or other liabilities in connection with the participant's violations of its obligations under this section Attendee Data or a breach of data protection law.
- g. The individual placing the order as participant'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.

J. 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 PARTICIPANTS - 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 attendee's rights as a data subject 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 the attendee 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 by the attendee or in accordance with the applicable legal provisions. The provision of this information is voluntary. However, if the attendee 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 of attendees 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 (e.g. status of PDA membership, membership number; duration of the membership), payment information (e.g. bank data, payment behavior and history).

2.1.2 If we ask to book a hotel room with one of our event partners for attendees, we will legally conclude a contract with the hotel in the attendee's name. In the performance of this contract, we will share personal data of the attendee, to the minimum extent necessary, with the hotel where we book the room. The data we provide to them includes name, residence, email address, and other identification information the hotel may require. The processing of the personal data by the hotel 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 attendees about food allergies or other conditions, so that we can adapt the menu accordingly. Providing this information is optional, and we will only process it if the attendee updates their profile with such information.

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

If the attendee 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 contact information on attendee lists, share the personal information with our event sponsors/exhibitors), 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 fulfilment 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 the attendee's personal data (mentioned under Section 2.1 and 2.2.) 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 event attendees e.g. to improve our future events, for personalized offers and to contact attendee's about other events that we organize and think may be of interest to the attendee.

2.4.2 PICTURES AND VIDEO FOOTAGE

We may be taking pictures and record video footage of the events. Given that the events are public areas with controlled access, and that we do not intend to photograph attendees directly but rather groups (unless the attendee is a speaker or a special guest), we do this based on our legitimate interest to document the events and market their success, etc. We will not use photos or videos for marketing purposes if they identify attendees unless we obtain their prior consent.

2.4.3 PROTECTION OF LEGAL INTERESTS

Furthermore, we use attendee's 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 the strictly necessary parts of attendee's personal data, on a need-to-know basis with hotels where we book accommodation in the attendee's name, if they request us to; 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 attendee's behalf; if attendees consented with other event attendees solely for networking purposes by placing their contact information on the event attendee list or with exhibitors or sponsors to contact them about their offerings of goods and services.

3.2 Any third-party processors with whom we choose to share the attendee's personal information under the above are limited (by law and by contract) in their ability to use the attendee's personal information for the specific purposes identified by us. We will always ensure that any third parties with whom we choose to share attendee's 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 attendee's personal data 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 attendee's 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 attendee's 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 the attendee's 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 attendee has expressly consented to further use of their data beyond this.

7. ATTENDEE'S RIGHTS

As data subjects under EU data protection law attendees have the following rights:

7.1 The attendee 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 attendee 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 attendee 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 attendee objects, we will only process the attendee's personal data if we can prove compelling legitimate reasons that outweigh the attendee's interests, rights and freedoms, or for the establishment, exercise or defense of legal claims. If the attendee objects to processing for direct marketing purposes, the attendee's personal data will no longer be processed for such purposes.

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

7.5 Furthermore, the attendee 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 attendee 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 attendee 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.