

# TERMS AND CONDITIONS PDA EUROPE gGmbH

## A. EVENT PARTICIPATION CONTRACT; EVENT ACCESS CONDITIONS

1. Submitting your completed and signed registration form constitutes a binding application for the specific event.
2. A legally binding contract regarding the participation at the event ("event participation contract") is concluded once PDA Europe gGmbH ("PDA Europe") has returned to you an order confirmation including an invoice. If you ("participant") have specified your company in the registration form, the event participation contract shall be concluded between PDA Europe and the company for the benefit of you as the participant. To this end, you warrant to act as an authorized agent for your company. If you have not specified a company in the registration form, the event participation contract shall be concluded between PDA Europe and you personally.
3. In any event, any additional or deviating terms and conditions introduced by the participant, whether in the name of his company or his own name, are not accepted by PDA Europe.
4. In order to be considered enrolled for the event, the participant must have received a payment confirmation. A bank transfer payment may take up to five business days to be confirmed. Credit card payments will regularly be confirmed immediately after settling of charges.
5. PDA Europe reserves the right to deny access to the event to any participant unable to provide a payment confirmation proving that all accounts payable have been settled in full.

## B. BILLING/PAYMENTS

1. Payments of applicable fees and charges must generally be made by credit card or guaranteed by purchase order. For alternative payment methods (e.g. bank transfers) please contact PDA Europe.
2. Payments of applicable fees and charges must generally be received by PDA Europe within six weeks from the date of invoice, unless one of the following applies:
  - a) For invoices issued less than eight weeks, but more than two weeks prior to the starting date of the event, payments must at the latest be received by PDA Europe two weeks prior to the starting date of the event.
  - b) For invoices issued within the two-weeks period prior to the starting date of the event or during the event, payments are due immediately upon invoicing and will have to be paid by credit card (VISA, MASTER, AMEX).
3. PDA Europe may accept purchase orders as means of initiating the settlement of accounts payable under the event participation contract. In this case, no additional or separate contract is concluded and any additional or deviating terms and conditions introduced by the company issuing the purchase order are not accepted by PDA Europe. Please note that a registration cannot be completed by a purchase order only.
4. In case PDA Europe has accepted a bank transfer as payment method, please do not send funds prior to receiving an invoice from PDA Europe as PDA Europe can only accept payments transferred in relation to an invoice number.
5. Providing the VAT ID is mandatory for companies located within the EU. To obtain this code, please inquire with your accounting department. The VAT ID must start with the country of origin, e.g. DE for Germany.
6. Subsequent requests after registration to change the billing address or other invoice details will result in an additional service charge of 50 € excl. VAT.
7. If your company requires an invoice for more than one participant, please inform PDA Europe before completing registration. Subsequent requests after registration may result in an additional service charge of 50 € excl. VAT.
8. Additional expenses which may arise as a result of the company or participant requesting an upload of the invoice on an internet portal, will result in an additional service charge of 20 € excl. VAT.

## C. EVENT DOCUMENTATION

1. Any event documentation made available to participants are prepared to the best of knowledge and belief of its author. Event documentation prepared by third parties (such as e.g. presentations of a speech given at a conference) are the sole responsibility of this third party.
2. 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.
3. Liability for any damage caused by event documentation is excluded; this exclusion of liability does not apply to (1) damages from injury to life, body or health resulting from a negligent breach of duty by PDA Europe or an intentional or negligent breach of duty by a legal representative or vicarious agent of PDA Europe, and (2) other damages resulting from an intentional or grossly negligent breach of duty by PDA Europe or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of PDA Europe.

## D. CHANGE OF EVENT (TRANSFER)

1. Registered participants who wish to switch to another event ("surrogate 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 paying the difference between both rates. If the fee for the original event exceeds the fee for the surrogate event, the participant is not entitled to a refund.

2. Please note that if PDA Europe 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 395 € excl. VAT.

## E. CHANGE OF PARTICIPANT (SUBSTITUTIONS)

1. If you are unable to attend, substitutions are welcome and can be made at any time, subject to the following conditions:
  - a) If you are registering as a substitute participant, you shall indicate this by checking the update box on the registration form.
  - b) Persons arriving on site as a substitute must be able to identify themselves by a valid picture ID.
  - c) Substituting a PDA Member by a Nonmember requires paying the difference between member and non-member fees by credit card before the event. Exchange of a non-member by a member will not result in a refund.
2. For substitutions requested at least three weeks prior to the event starting date, no additional substitution service charges apply. If the substitution is requested within a three-week period prior to the event starting date, there will be a substitution service charge of 50 € excl. VAT per name change.

## F. CANCELLATION; REFUNDS

1.
  - a) Participants are granted the right to cancel the registration provided a cancellation notice in written form is sent to and received by PDA Europe at least four weeks before the starting date of the event.
  - b) In case of cancellation, the participant will receive a full refund reduced by a cancellation charge of 150 € excl. VAT.
  - c) During the period of four weeks preceding the starting day of the event and after this period, participants are not entitled to cancel their registration. No-shows are responsible for paying the full registration fee and are not eligible to receive a refund.
2.
  - a) PDA Europe reserves the right to cancel an event if the cancellation is necessary for reasons which could not reasonably be foreseen at the time of registration, such as in particular a lack of necessary personnel or facilities for the event, or if the required minimum number of participating persons has not been met. An unforeseeable lack of necessary personnel or facilities in this sense may, for instance, arise if speakers or trainers become sick. In such a case, participants will, as soon as possible, be notified and receive a full refund of the registration fee by PDA Europe.
  - b) Further liability and compensation claims (including those concerning e.g. hotel rooms booked by you as well as flight or train tickets) are excluded; this exclusion of liability does not apply to (1) damages from injury to life, body or health resulting from a negligent breach of duty by PDA Europe or an intentional or negligent breach of duty by a legal representative or vicarious agent of PDA Europe, and (2) other damages resulting from an intentional or grossly negligent breach of duty by PDA Europe or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of PDA Europe.
  - c) For more details, contact PDA Europe at [registration-europe@pda.org](mailto:registration-europe@pda.org).
  - d) Statutory rights of termination for cause without notice remain unaffected.

## G. CHOICE OF LAW; PLACE OF JURISDICTION, CONTRACT LANGUAGE

1. The laws of the Federal Republic of Germany shall apply.
2. Exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions shall be Berlin, Germany.
3. The contract language is English (exclusively). If an English term in these Terms and Conditions refers to a German legal term, the legal meaning of the German term shall, in the event of a contradiction with an English legal term, prevail.

## H. MISCELLANEOUS

1. For online registrations, technical means have been implemented for identifying and correcting input errors prior to submitting the application. You receive an overview of the information you have entered with the opportunity to check and correct the data before submitting your order.
2. Upon conclusion of the contract, PDA Europe provides you with the contract text including the Terms and Conditions. The contract text will be stored by PDA Europe with access for you.
3. PDA Europe's work is PCI compliant.
4. PDA Europe may provide an attendee lists for events to all participants. Participants are only included in attendee lists if they have given prior consent. Participants who have missed providing consent prior to an event can do so any time after by emailing [registration-europe@pda.org](mailto:registration-europe@pda.org).
5. Participants are not permitted to create video and/or sound recordings of the event or event contents or of other participants at the event without their consent and PDA Europe's prior approval.

# PRIVACY NOTICE PDA EUROPE gGmbH

## 1. PERSON RESPONSIBLE (CONTROLLER)

Controller within the meaning of the EU General Data Protection Regulation (hereinafter „GDPR“) is: 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 (standard landline rates apply), Email: registration-europe@pda.org.

## 2. PERSONAL DATA PROCESSED BY PDA EU

PDA EU only processes 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 PDA EU 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 PDA EU requests, PDA EU 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 PDA EU processes 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 PDA EU processes 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 PDA EU asks to book a hotel room with one of the event partners for attendees, PDA EU will legally conclude a contract with the hotel in the attendee's name. In the performance of this contract, PDA EU will share personal data of the attendee, to the minimum extent necessary, with the hotel where PDA EU books the room. The data PDA EU provides 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, subject to their own privacy policy.

2.1.3 In case PDA EU is providing food at their events, PDA EU may ask attendees about food allergies or other conditions, so that PDA EU can adapt the menu accordingly. Providing this information is optional, and PDA EU 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 PDA EU for certain purposes (e.g. data transmission to PDA EU 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 event sponsors/exhibitors), that consent is the legal basis for the processing.

### 2.3 PROCESSING FOR FULFILLMENT OF PDA EU'S LEGAL DUTIES, ART. 6 (1) (C) GDPR

PDA EU is processing attendee's personal data if this is necessary for the fulfilment of PDA EU's 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 MARKETING

PDA EU is processing attendee's personal data for market and opinion research, to run statistics about PDA EU's event attendees e.g. to improve PDA EU's future events, for personalized offers and to contact attendees about other events that PDA EU organize and think may be of interest to the attendee.

#### 2.4.2 PICTURES AND VIDEO FOOTAGE

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

#### 2.4.3 PROTECTION OF LEGAL INTERESTS

Furthermore, PDA uses attendee's personal data in the case that PDA EU has to assert legal claims or to defend against legal claims.

## 3. DISCLOSURE OF PERSONAL DATA

3.1 PDA EU will share the strictly necessary parts of attendee's personal data, on a need-to-know basis with hotels where PDA EU books accommodation in the attendee's name, if they request PDA EU to; third parties involved in organizing PDA EU's 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 PDA EU's rights or the rights of a third party or where PDA EU is required by law to make such a disclosure; persons demonstrating legal authority to act on PDA EU'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 PDA EU chooses 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 PDA EU. PDA EU will always ensure that any third parties with whom PDA EU chooses 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 PDA EU is part of Parenteral Drug Association, Inc., headquartered in the USA (hereinafter „PDA“), both parties form the PDA Group, PDA EU processes attendee's personal data outside of the European Economic Area (hereinafter „EEA“) within the PDA-Group on the basis of European Commission approved standard contractual arrangements with PDA.

4.2 Where attendee's personal data is transferred to other entities as mentioned in Section 3 above, PDA EU 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 European Commission approved standard contractual arrangements with them or ensuring they have signed up to the EU-US Privacy Shield.

## 5. SECURITY

PDA EU uses technical and organizational security measures to protect the attendee's data managed by PDA EU 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 a data subject 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 on the basis of a balance of interests) on grounds relating to their particular situation. If the attendee objects, PDA EU will only process the attendee's personal data if PDA EU 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 the attendee's legal rights, please contact PDA EU in writing (including electronically) at the contact details provided in section 1 above.

7.5 Furthermore, the attendee has the right to lodge a complaint about the processing of their data by PDA EU with a data protection supervisory authority in Europe (Art. 77 GDPR). For PDA EU, the State Commissioner for Data Protection, 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.

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

The attendee may also use the Website [www.pda.org](http://www.pda.org) for registration. This Website is operated by PDA. In this case the Website collects certain information about the attendee, which is processed as stated in more detail in the Websites' Privacy Policy and Cookie Policy.

## 9. CHANGES TO OUR PRIVACY NOTICE

PDA EU reserves the right, at its discretion, to modify its privacy practices and update and make changes to this privacy notice at any time.