

ANNUAL MEETING 2022 - TERMS & CONDITIONS

The following Terms & Conditions apply to any services provided by the European Petrochemical Association A.I.S.B.L., with seat located at the Avenue de Tervueren 270, 1150 Brussels, Belgium (registration number in the CBE: 0408.299.922) (hereafter referred to as "EPCA") in relation with the EPCA Annual Meeting 2022 to be held primarily in-person from Tuesday, 4th October to Thursday, 6th October 2022 in Berlin, Germany. All our services are provided in business-to-business relationships.

The registration and the participation to the EPCA Annual Meeting 2022 are governed by the present Terms & Conditions. By acceptance of these Terms & Conditions, a valid agreement is concluded between the EPCA, the member company or other organization who registers Delegates, and the Delegate (participants).

Registration and participation to the EPCA Annual Meeting is reserved to persons engaged in professional activities.

By registering to attend EPCA Annual Meeting 2022 yourself or on another's behalf, you are agreeing to the following Terms & Conditions, please read these carefully:

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1. Definitions

Annual Meeting means all official activities of EPCA sessions and meetings, whether in-person or streamed, as described on the Bizzabo landing page (https://events.bizzabo.com/EPCA_AM56_2022) of the 56th Annual Meeting and the EPCA webpage.

EPCA Organized Meeting means a meeting which is organized directly by EPCA, including the social program indicated [here](#). Meetings/events which are organized by Delegates at the occasion of 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 attend.

2. Registration process and access to the Annual Meeting

2.1. Attendance

Registration for the EPCA Annual Meeting 2022 is limited to delegates of EPCA member companies having paid their 2022 membership fees, membership applicants, speakers or any other person EPCA may deem appropriate to invite.

Registration for the Annual Meeting includes access to all or some EPCA official activities and is offered either in-person or virtually:

a) In-person registration includes the following registration types:

EPCA member delegate - receives access to all business sessions scheduled from Tuesday 4 October to Thursday 6 October, access to all EPCA areas situated in the participating hotels, delegate list and all streamed business sessions via the Bizzabo platform and on-demand video of these sessions.

EPCA non-member delegate (delegates from EPCA membership applicants) - receives access to all business sessions scheduled from Tuesday 4 October to Thursday 6 October, all EPCA areas situated in the participating hotels, and all streamed business sessions via the Bizzabo platform and on-demand video of these sessions.

The delegate list will only be made available to such delegates after the membership application of the company they represent has been approved by the EPCA Board of Directors and the membership fee of that company is paid.

Spouse registration – applicable solely for partners you are in a relationship with, business colleagues will not count as spouses.

b) Virtual registration includes access to all streamed business sessions via the Bizzabo platform and on-demand video of these sessions.

In addition to above registration types, day passes for EPCA non-member companies will be provided to companies renting a meeting table during the Annual Meeting 2022. These day passes grant access to the meeting tables area only (not to meeting areas dedicated to EPCA member companies, EPCA Business Sessions or EPCA Lounges). Please see article 2.3. for further information.

Member companies sponsoring during the Annual Meeting 2022 will receive complimentary delegate registrations as defined in the [Sponsorship Package](#) with full access to all EPCA areas. These registrations are limited to delegates of this specific member company.

2.2. Process

Registration can be made via the member companies' area on <https://my.epca.eu>. Registration is binding upon online registration and has to be paid directly. To register, all delegates need to provide at least the following details: first name, last name, position, company name, VAT registration number, company email address, business phone.

Under the sanitary regulations foreseen at the time of drafting of the present Terms and Conditions (3 May 2022), additional personal information (private address as well as private email address or private telephone number) is required. This additional information will only be shared with German authorities in case of a COVID-19 related urgency and deleted four (4) weeks after the event; Would other information be required by authorities in order to attend events in person, EPCA will inform the delegate and the delegate will have to provide such information. Would the additional information no longer be required under the sanitary regulations applicable, prior to the Annual Meeting, EPCA will delete that information accordingly.

EPCA cannot take responsibility if bookings made by other methods do not reach us. When booking online the EPCA member company contact will receive an auto-acknowledgment with the invoice by e-mail once the registration is completed. If you do not receive the confirmation e-mail with the invoice in your inbox, please check your spam folder. If you still do not see the confirmation e-mail, please contact EPCA at meetings@epca.eu. If you cannot register online, please call the helpdesk for assistance: +32 2 741 86 60. EPCA accepts and processes registrations on the basis that you have followed all the internal procurement procedures of your organization and you will be charged accordingly. By registering, you are also confirming that the information you submit is accurate and complete. Registrations are made at your own risk and we cannot take responsibility for registrations booked in error. This responsibility lies with your organization or you if you are booking as a private individual. Furthermore, EPCA will not refund the registration fee or any other costs should you register in error and fail to cancel with adequate cancellation notice.

The registration process and fees are described in detail in the Annual Meeting website. EPCA reserves the right to reject or cancel any registration.

2.3. Invitation to Meeting Tables

EPCA member companies having booked a meeting table at the main hotel receive a registration link which is valid for 10 (ten) one (1) day passes during the duration of the Annual Meeting.

This link can be distributed by this company to external guests, whom they wish to invite to their meeting table (no access to meeting area dedicated to EPCA member companies).

Registration of these guests follows the same conditions as mentioned under article 2.1. and needs to be finalized at the latest by 28 September 2022.

The registration link cannot be used to register employees and representatives of the EPCA member company that booked the meeting table or other EPCA members. The EPCA member company is responsible for the distribution of the registration link to its partners and will be the sole responsible for keeping the registration link confidential and for the use of the registration link. If the EPCA member company has reasons to believe that a registration link is not confidential anymore, the EPCA member company must inform the EPCA hereof without delay: the EPCA will then invalidate the registration link and send a new registration link to the EPCA member company. In case of repeated problem of confidentiality on the EPCA member company's side, the EPCA is allowed to invalidate the registration link and refuse to grant a new registration link (as well as to refuse reimbursement of the meeting table price). If a registration generated through a registration link is misused, the EPCA reserves the right to suspend (or terminate) the access to the Annual Meeting for the person registered via that registration link.

2.4. Payment

Access to the event and Bizzabo platform will not be given unless all fees are paid. All costs are to be borne by the ordering customer.

2.4.1. Online payments

Credit card - Accepted credit cards: American Express, MasterCard, Visa

The online registration system uses secure encryption to protect your card and personal details. The EPCA member ordering will receive an invoice at the end of the registration process and via the confirmation e-mail upon completion of the registration.

2.4.2. Offline payments

By wire transfer to KBC Bank, Schuman Branch, Brussels, Belgium

IBAN Code: BE48 4279 1882 0127

BIC Code: KREDBEBB

Please indicate reference of all remitted invoices in the communication details

2.5. Taxes

All fees and prices are subject to all applicable taxes as known today. EPCA reserves the right to amend the listed prices should the prevailing rate of VAT be increased. Registration to EPCA events falls into the exception foreseen at the article 52 of the EU VAT directive 2006/112/CE. The VAT rate of the country where the event takes place applies when paying a registration. Even if your organization is VAT registered, EPCA has to apply local VAT and pay this VAT to the German authorities. A local reverse charge mechanism is applicable to German VAT-liable customers that are established in Germany (Article 194 of EU VAT directive 2006/112/CE). The VAT number used for this event will be DE 263963962

2.6. Confirmation

Upon registration for the Annual Meeting, delegates will receive a registration confirmation including practical information relating to the event and the Bizzabo platform, originating from meetings@epca.eu.

2.7. Online attendance

In order to attend the Annual Meeting online, the delegate will need hardware/software that meets the requirements indicated on the [Bizzabo website](#). To use some of the functionalities of the Annual Meeting platform, Delegates will have to create a Bizzabo profile, which is subject to accepting the terms and conditions and privacy policy of Bizzabo to be found [here](#) and [here](#). Attendance of the Annual Meeting however remains possible without creating a Bizzabo profile.

EPCA reserves the right to suspend (or terminate) the access to the business sessions to delegates who do not act in accordance with any of those terms.

3. Booking of accommodation and meeting rooms

EPCA has agreed with several hotels to reserve rooms for EPCA delegates and meeting rooms until a certain date. Details of the hotels, types of rooms and prices are available [here](#).

Booking of bed- and meeting rooms is only possible via the EPCA registration process under <https://my.epca.eu>. EPCA only acts as a provider of technical means to do the booking.

Once a room or a meeting room is booked, the contractual relationship will be exclusively between the allocated hotel and the delegate, with no further liability for EPCA vis-à-vis the hotel or the delegate.

4. Modification and/or cancellation by delegates

- Cancellation of and modifications (changes) to Annual Meeting registrations and meeting table bookings must be made in writing and sent to the EPCA Meeting Administration in Brussels at meetings@epca.eu.
- Cancellation of and modifications (changes) to room and meeting room bookings must be made in writing and sent to the EPCA Hotel Administration in Brussels at hotels@epca.eu.

To allow EPCA to operate in a sustainable way, an administrative fee of one hundred Euro (€ 100.00) per change will be charged from the third (3rd) change onwards in the same registration and/or room, meeting room or meeting table booking.

4.1. Modifications, name change, substitution

Substitution of a delegate registered by a member company by another person of that member company is permitted as long as the badge has not been issued.

4.2. Cancellation: penalty fees – refund policy

4.2.1. Annual Meeting registration

Should a delegate cancel, the following penalty fees will apply:

- Cancellation received on or before 10 July 2022, 23:59 CET: penalty fee equivalent to 40% of the full fee.
- Cancellation received between 11 July 2022, 00:00 CET and 7 August 2022, 23:59 CET: penalty fee equivalent to 60% of the full fee.
- Cancellation received on or after 8 August 2022, 23:59 CET: penalty fee equivalent to 100% of the full fee.
- No-shows: penalty fee equivalent to 100% of the full fee.

This cancellation policy applies to the following fees:

- Delegate registration (in person as well as virtual)
- Spouses/Companions registration
- Meeting Table bookings

In the event of a cancellation, the company registering the delegate is liable for the penalty fee as listed above even if the registration fee has not yet been paid at the time of cancellation.

4.2.2 Rooms

In the event of the cancellation of a hotel room booking or a reduction in the number of nights booked, the hotel will apply the following cancellation policy:

- Cancellation received on or before 21 August 2022, 23:59 CET: 50% of the cost of the total number of nights cancelled.
- Cancellation received after 22 August 2022 00:00 CET: 100% of the cost of the total number of nights cancelled.

No-shows, late arrivals or early departures:

- 100% of the cost of the total number of nights confirmed.

4.2.3 Meeting rooms

In the event of a cancellation of meeting rooms and/or no-shows, the hotel will charge for the entire duration of the reservation as detailed in the confirmation.

Extra catering orders in suite or meeting room:

- In the case of a cancellation of extra catering orders ordered from the hotel, the cancellation deadline mentioned on the relevant function sheet provided by the hotel during the summer period will be applied.

4. Liability

EPCA is only responsible for the EPCA organized meetings and will bear no responsibility whatsoever for any and all peripheral arrangements made by Delegates or member companies, directly or indirectly. EPCA's obligations in relation with the Annual Meeting are obligations of reasonable efforts only, not obligations of results.

EPCA shall furthermore only be liable to the delegate and to the member company for losses or damages in relation with the Annual Meeting in the event of fraud or of gross negligence 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.

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, and the identity of speakers.

EPCA reserves the right to amend, postpone or withdraw the event for reasons of Force Majeure. Force Majeure includes: 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 for reason independent of EPCA's will, acts of God, war, civil disturbance, insurrections, acts of government, strikes or other labour troubles, threats or acts of terrorism or similar acts, or other emergency or hindrance, which make it impossible or financially not sustainable, for EPCA to further organize the Annual Meeting or otherwise carry out its obligations under the present Terms and Conditions). In such case EPCA will not be held responsible for any costs, damages or expenses incurred by delegates. In such a situation, EPCA will inform the delegates by prompt written notice with details following the occurrence of the cause relied upon. Registration for the EPCA Annual Meeting will then automatically be refunded.

There may be circumstances that affect delegates that are beyond delegate's control such as force majeure (please see above). In these instances, the decision and responsibility to attend or not rests solely with the delegate; EPCA is unable to refund registration fees if the delegate cannot attend the Annual Meeting, even if this is due to a case of force majeure.

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). EPCA does not accept any liability for reimbursement of travel costs unless otherwise stated.

EPCA only provides the technical means for the Annual Meeting and does not take any responsibility or assume any liability, directly or indirectly, for any third party's content or information presented or made available during the Annual Meeting.

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 trademark and copyright

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

5.1. Usage

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. Recording / streamed content

The streamed content / recordings of the Annual Meeting are protected under international copyright law and EPCA is the owner of the copyright of these. 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

6.1. Compliance with competition law

Compliance with competition law is one of EPCA's core values. EPCA and its members are committed to strict competition law compliance. Compliance must be ensured at all times during the attendance of the Annual Meeting, including any one-to-one meetings or events in which the delegate may participate in the context of the Annual Meeting. 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. Meetings/events (no matter the format online or face to face) which are organized by delegates during the Annual Meeting dates are not considered as EPCA Organized Meetings.

6.2. Presented content

Speakers, moderators, panelists, delegates and others intervening in a debate or discussions during sessions organized by EPCA as well as during side events and when visiting meeting tables, act on their own and on their company's behalf and are solely responsible and liable for the oral or written content of their input and the impact on the public thereof.

Delegates will always abide to the rules regarding competition law and also follow EPCA guidelines regarding competition law, which can be found www.epca.eu/dos-donts (and as may be amended from time to time by EPCA).

In particular, when participating to activities pertaining to the Annual Meeting, Speakers, Moderators, Panel Members and the Delegates must refrain from addressing sensitive market information (unless it is legitimately in the public domain) and topics such as quantitative market analysis and projections, in particular where this includes forward-looking data and projections on prices, costs, production capacity, demand, margins, promotion of a company, etc. Topics that can be addressed are general topics of interest to the industry on climate change, emission reduction targets, CO₂ emissions reduction, CCS and other decarbonizing technologies, circular economy, etc., global events and their socio-economic impact (e.g. COVID-19), regulatory and legislative developments and government initiatives, Diversity and Inclusion, Leadership programs, promotion of STEM to the younger generations, Digitization as an enabler of greater sustainability, etc. Also, any information provided by Speakers, Moderators, Panel Members and Delegates should focus only on facts and events in the public domain and report on historic and aggregated data. In compliance with the EPCA guidelines, content may not reveal individual company positions, strategies or future market conduct. When Speakers, Moderators, Panel Members or Delegates participate to a panel or are involved in the organization of an event and are requested to make a presentation, the topic will have to be submitted to EPCA for consideration and approval in advance with a presentation of the topic, the main initiative and the format of the presentation.

In the case of breach of these rules, EPCA will have the right to immediately terminate the access of the person that has committed the breach, without payment of any compensation, and notwithstanding the right for EPCA to claim for damages.

7. Photographs and videos

In case of in-person participation in the event, it is possible that the delegate appears on photos or incidentally on the recordings that are made to allow the streaming of the event. The delegate accepts this. In case of online participation, the delegate has the choice to appear or not, by activating or not his webcam. The recordings of the event may be distributed to EPCA members.

EPCA may also take pictures and videotape the event and use these to promote its activities in internal and external communications. If a delegate does not want the pictures in which he/she is identifiable to be used for these promotional purposes, he/she must notify EPCA in writing by sending an email to communications@epca.eu no later than 5 days after the end of the event. Otherwise, he/she agrees to the use of his/her image, free of charge and without limitation of time or means.

Image material will be processed by EPCA in compliance with the EU General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council of 27 April 2016 and in compliance with our Privacy Policy which is available on our website at the following address: <https://epca.eu/privacy-policy>

8. Processing of personal data and cookies

8.1. Personal data

Personal data is information that identifies and relates to a delegate. In the case of EPCA events, it includes but is not limited to: last name, first name, business mailing address, office telephone, mobile telephone number, business email address, job title, VAT number and legal documentation required under EU VAT codes, picture and voice, as well as other personal information the delegate may disclose as part of the event.

Delegates can obtain from EPCA (data protection officer available at dataprotection@epca.eu) the written communication of their data, as well as, where appropriate, portability of the data, rectification, restriction of processing, deletion of those which are inaccurate, incomplete or irrelevant. For further information or to lodge a complaint delegates may also contact the supervisory authority of the country of your habitual residence.

8.2. Privacy policy

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. The personal data is used in compliance with our Privacy Policy which is available on our website at the following address: epca.eu/privacy-policy. In addition to the provisions of that Privacy Policy the personal data of the Delegate will be processed by EPCA for meeting management purposes only and more specifically:

- a) To provide access (and to monitor such access) to the EPCA Annual Meeting and to allow a participation to the EPCA Annual Meeting (this is needed for the performance of the agreement between EPCA and the Delegate regarding the participation to the EPCA Annual Meeting - [article 6.1.b\) GDPR](#)); In particular, the name of the Delegate and the company represented will be displayed on the badge or screen, or at least made available to other attendants, and recorded, if the Delegates attends a session of the Annual Meeting or another event. In case of questions asked during the O&A sessions of the business sessions, EPCA can also identify the individual delegate. When the delegate participates in-person to sessions that are recorded and broadcasted online, it is possible that the Delegates image and/or voice will appear incidentally.
- b) To ensure that the Delegates abide to the rules of the present Terms & Conditions (which is a legitimate interest of EPCA - [article 6.1.f\) GDPR](#));
- c) To make the contact details of the Delegate available to the other Delegates (EPCA has a legitimate interest that Delegates know who is participating to the EPCA Annual Meeting - [article 6.1. f\) GDPR](#)). However, 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, the Bizzabo platform and associated app for registered Delegates should tick the appropriate box during the registration process. 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 abovementioned lists.
- d) To transfer the contact details of the participants to health authorities of the location of the Annual Meeting, in order for these authorities to trace and contact EPCA delegates in case of COVID-19 related matters (the transmission of the data is necessary for compliance with a legal obligation to which EPCA is subject- [article 6.1.c\) GDPR](#))

8.3. Third party data processing

EPCA can transmit the personal data of the delegate to third parties when this is needed or useful for the processing described above.

The delegate is informed that his/her data will be processed by third parties such as (but not limited to) hotels, Bizzabo event platform etc. This includes the processing of the delegate's personal data outside the EEA, and more particularly in countries where the level of protection of personal data is not the same as under the GDPR. Such transfer is however needed for the performance of the agreement between EPCA and the delegate regarding the delegate's participation to the EPCA Annual Meeting. Furthermore, EPCA has taken additional measures to ensure the protection of the delegate's personal data when these data are processed outside the EEA, i.e., EPCA has signed Standard Contractual Clauses with the company running the Bizzabo platform. More information regarding these measures can be obtained from the EPCA office by emailing admin@epca.eu. Bizzabo also installs cookies and unique identifiers on the delegate equipment, which are necessary to identify the delegate upon joining the streamed business sessions. This is needed for carrying out the transmission of a communication over an electronic communications network and is also strictly necessary in order for EPCA to provide access to the EPCA Annual Meeting. The list of cookies used by Bizzabo can be found [here](#) and [here](#).

9. Applicable law and competent courts

The present Terms and Conditions as well as all relationships and contracts with EPCA in relation with the Annual Meeting All shall be exclusively governed and construed in accordance with Belgian law. All disputes in relation with the present Terms and Conditions and/or with the Annual Meeting shall be submitted to the exclusive jurisdiction of the courts of Brussels (Belgium), without prejudice to EPCA's right to initiate proceedings under the laws and before the courts of the Delegate's registered office in the event that any sums are due by the Delegate to EPCA.