

# TERMS AND CONDITIONS

## 1. Definition

These Terms & Conditions for participants apply to every person registering for the Facial Palsy Course 2021, to be held ONSITE and VIRTUALLY, hereafter referred to as “the course”, organized by TZOU MEDICAL., hereafter referred to as “the course organizer”.

All references to a date or a deadline, mentioned in these terms and on conference documents, refer to the Central European Time Zone (CET/CEST).

## 2. Conference Registration

Online registration will be closed on February 1st, 2021.

To register for the conference, please follow the [facialpalsy.eu](http://facialpalsy.eu) website. Only fully completed online registrations will be accepted and online secure payment is offered to complete registration process. The online payment platform offers you the possibility to pay via Credit Card Payment: MasterCard, Visa, Maestro, V-Pay and Sofortüberweisung / Bank Wire / Bank Collecting.

After registration office received the payment, a confirmation of payment and registration, an invoice and a ticket will be sent to the e-mail address of the participant, which was provided under “Billing details” and for “Attendee”. The contract between the participant and course organizer arises when the registration confirmation has been sent to the participant.

Should you not receive a confirmation of payment, an invoice and/or a ticket of payment in due time, please contact us at: registration at [facialpalsy.eu](http://facialpalsy.eu).

**The participant remains at all times liable for non-compliance with their payment obligation, even if the billing address is different from the home address and / or a business institution or subsidiary institution reimburses the costs of the meeting for the participant. The participant's obligation to make a payment for the registration does not lapse at any time. If the invoice is not paid within five days, the participant is in default of payment. In case of delayed payment, the participant's registration can be cancelled by the organizer without notice and the access to course can be denied at the discretion of the organizer.**

By early March 2021, participants will receive a confirmation email for GO of the course and instructions to access to the Virtual Facial Palsy Platform.

The course organizer's subcontractors provide highest quality of Virtual Reality (VR) technologies with best conscience and knowledge. VR Live participation and platform can only be accessed on availability of internet network. No assurances nor guarantee can be granted that internet network will operate without any interruptions or malfunctions. The availability, quality, operation and access to internet networks data traffic is based solely on participant's internet provider.

The conference organizer and organizer's subcontractor are not liable if the provision of the Virtual Reality Live Participation and Platform services is interrupted, partially restricted, or impossible as a result of force majeure. Force majeure is for example considered natural phenomena of significant intensity (avalanches, floods, etc.), conflicts, terrorism, viral epidemics or pandemics, strikes, unex-

pected official restrictions, power shortcuts, computer viruses, worms, Trojan horses etc. With registration to the Facial Palsy Course, participants agree that neither the organizing office nor the course office assume any liability whatsoever.

**“ONSITE Participation” package offers:**

- Onsite hands-on sessions at the dissection room, currently maximum of 20 participants are allowed in dissection room due to Covid-19 regulations)
- Step by step lectures at the lecture room (necessary safety clearances are strictly observed at the lecture room by guards)
- Dissection equipment
- Coffee and lunch breaks (necessary safety precautions are strictly observed, lunch will be taken in the nearby restaurant)
- Printed Program
- Evening events
- Industry satellite symposia
- Virtual exhibition (Company Corner)
- High-end virtual reality equipment (VR participants will receive the headset per delivery before the course date to get accustomed to the VR-menus)
- Delivery of VR headset equipment, until March 15th, 2021
- Shipment cost of VR headset is included in the registration fee
- Participants are responsible to pay any costs (tax, import duties, fees) incurred due to import of the VR headset into the country / address given at online registration
- Virtual Reality Education Platform, accessible only with VR headset, please refer to [Technical Requirements](#)
- Identity code and two factor authentication code will be sent to your mobile number, given at registration, for verification before accessing the Virtual Reality platform, every time. This is a mandatory process for security reason
- All course sessions (dissections and lectures) will be available as on-demand sessions for registered participants for one month after the course date. Until May 9th, 2021

**“VIRTUAL REALITY Participation” package offers:**

- 360° virtual reality streaming during dissections, hands-on sessions
- 360° virtual reality step by step models
- 360° streaming during presentations and step by step lectures
- Live chat and Q&A after each session (during the live event from April 1, to April 3, 2021)
- High-end virtual reality headset equipment (VR participants will receive the headset per delivery before the course date to get accustomed to the VR-menus)
- Delivery of VR headset equipment, until March 15th, 2021
- Shipment cost of VR headset is included in the registration fee
- Participants are responsible to pay any costs (tax, import duties, fees) incurred due to import of the VR headset into the country / address given at online registration
- Industry satellite symposia
- Virtual exhibition (Company Corner)
- Virtual Reality Education Platform, accessible only with VR headset, please refer to [Technical Requirements](#)
- Identity code and two factor authentication code will be sent to your mobile number, given at registration, for verification before accessing the Virtual Reality platform, every time. This is a

mandatory process for security reason.

- All course sessions (dissections and lectures) will be available as on-demand sessions for registered participants for one month after the course date. Until May 9th, 2021.
- Attention! The conference organizer cannot guarantee a steady access to all virtual sessions. The course organizer cannot held responsible for unsteady internet performance of your home network.

### 3. Conference Fees

The fees for the course are fixed before each course and are listed on the website of Facial Palsy Course.

**Onsite Participants** will have to pay the fee of **EUR 2.980,00** for taking part at the Facial Palsy Hybrid Course 2021, at the Anatomic Institute in Vienna, Austria, access to the Virtual Reality Platform for one month after the course and Virtual Reality Headset.

**Virtual Reality Participants** will have to pay the Facial Palsy Virtual Reality **Early Bird fee of EUR 1.690,00** (Expire on November 30th, 2020) and the Facial Palsy Virtual Reality **Regular fee of EUR 1.980,00** for access to the Virtual Reality Platform during the course and for one month after the course and Virtual Reality Headset.

The registration fee includes 20% of Austrian VAT.

### 4. Methods of Payment

Payment has to be made at the time of registration, via Credit Card Payment, MasterCard, Visa, Maestro, V-Pay and Sofortüberweisung Collecting. In the case of creditcard payments, the charge will be put on the card immediately. Creditcard payment fee (~ 2.5% of registration fee) will be covered by the registration office. All bank fees and money transfer costs must be paid by the transmitter. Please indicate the invoice number as well as the participant's full name for allocation of payment and reference of correspondence.

### 5. Cancellation and Refund Policy

In case that the Facial Palsy Course cannot be held or is postponed due to events beyond the control of the course organizers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the course organizers, the course organizer cannot be held liable by participants for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.

No refunds will be granted for unattended events or early termination of attendance, cancellation of speakers, problems or disruptions of the virtual platform / virtual live streaming / virtual conference / online Q&A sessions, or any incidents which are beyond the control of the course organizers (e.g. force majeure,...). Under these circumstances, the course organizer reserves the right to either retain the entire registration fee or to credit it for a course in future.

Force majeure is for example considered natural phenomena of significant intensity (avalanches, floods, etc.), conflicts, terrorism, viral epidemics or pandemics (e.g. Covid-19), strikes, unexpected

official restrictions, power shortcuts, computer viruses, worms, Trojan horses etc.

The course organizer reserves the right to cancel Facial Palsy Course at any time with notice. Under this circumstance the entire registration fee for Onsite- and Virtual Reality participation will be returned 100%, minus 2,5% credit card transaction fee, to already registered participants. If Virtual Reality equipment was sent to the participants at the time of cancellation, the refund will be 100% registration fee minus 2,5% credit card transaction fee and minus € 550 Virtual Reality headset.

### **Notice of cancellation**

Notice of cancellation (e.g. in case of sickness, lack of funding or any other personal reasons) must be made in written form or email to the Facial Palsy Office (registration at [facialpalsy.eu](http://facialpalsy.eu)). Cancellations notice made after the deadline (February 28th, 2021) cannot be refunded for any reason.

The notification must include the reason of cancellation and bank account to which a possible refund may be refunded. The cancellation will not be effective until the participant receives a written cancellation confirmation from Facial Palsy Office. Refunds will be paid out after the course.

Refund policy will apply depending on the date of cancellation notice:

- until November 30th, 2020: 100% of registration fee, minus € 200,- administration fee.
- between December 1st and December 31st, 2020: 50% of registration fee.
- between January 1st, 2021 and February 28th, 2021: 10% of registration fee.
- from March 1st, 2021: zero % of registration fee, no refund.

In a case of registration over-payment or double payment, refund requests must be made in written form or email to the Facial Palsy Office (registration at [facialpalsy.eu](http://facialpalsy.eu)). Refunds will be paid out after the course.

### **Cancellation of “ONSITE Participation” package**

Due to Covid-19 pandemic, registered ONSITE participants herewith confirm, that the organizer has to comply with the governmental Covid-19 regulations at any time, in this way the Facial Palsy ONSITE Course might be subject to cancellation with notice at any time.

In case of unexpected cancellation of **ONSITE participation**, will be automatically registered to VIRTUAL REALITY (VR) participation. The difference of onsite and virtual registration fee will be refunded to participant's bank account after the course. ONSITE participants can refuse automatic VR registration, within two weeks after the automatic change to VR registration in written form or email before February 15th, 2021. When participant refuses the automatic switch to VR registration, your registration to Facial Palsy Course will be cancelled and you will no longer be confirmed participant of Facial Palsy Course. 100% registration fee will be refunded after the course, minus € 200 administration fee.

### **Cancellation of “VIRTUAL Participation” package**

If the number of registered virtual participants is too small, the organizer of the course reserves the right to cancel the **VIRTUAL Participation** course, before February 28th, 2021. Under these circumstances, 100% of virtual participation registration fee, minus € 200 administration fee will be refunded to registered participants. By this time Virtual Reality equipment has not yet been sent to the participant and therefore does not have to be returned.

## **6. Protective Measures for Onsite Participants**

To provide most safe environment for all participants during the course, we take Covid-19 protective

measurements seriously, please adhere and refer to [WHO Covid-19 advice for the public](#). Currently onsite participation of 20 people is allowed. Number of participants may vary according to the current Austrian Government Covid-19 regulations.

Registered ONSITE participants herewith confirm, that they were informed about governmental safety & health Covid-19 regulations. **The participant is advised to make his/her own arrangements for health and travel insurance.**

By registering for Facial Palsy 2021 participants consent to **Covid-19 protective measurements** and

1. Acknowledge the implemented extensive hygiene measures and the intervals for regular cleaning and disinfection of surfaces, sanitary facilities, etc. These measures are adapted to the Covid-19 regulations.
2. We kindly ask for your cooperation and enter the email address during registration, which you check regularly (within 24 to 48 hours) and a phone number at which you can be reached at any time.
3. The use of your data (name, home / office address, email address, telephone number) as part of the Covid-19 security measures and to forwarding them to the Covid-19 officer. In the event of a suspected or confirmed Covid-19 case, the company / organizer / congress bureau and the Covid-19 officer are obliged to transmit this data to the competent and governmental authorities immediately and coordinate the measures with the authorities. A separate onsite room is available for temporary isolation.
4. An independent health check shall be carried out before entering the event site. For more information on the health check, the event of symptoms of illness, suspected Covid-19 infection or a confirmed Covid-19 infection, the venue must NOT be entered under any circumstances.
5. Body temperature will be measured contactless daily, when entering the course. With body temperature higher than 37.6°C, the access to the course will be refused. In this case, please contact Austrian Covid-19 hotline number 1450 immediately. The organizer kindly ask you to send daily update about your condition via Email 2021@facialpalsy.eu
6. The seating in the lecture rooms is planned with at least 1.5 m distance between the chairs. Correctly position and wear mouth and nose protection during the entire course, with the exception of eating during seated meals in designated areas, while maintaining a minimum distance of at least 1.5 meter.

Please follow the measures taken for enter and exit ONSITE participants flow for lecture rooms and hallways in such a way that the minimum distance can be maintained at all times without congestion.

Moreover, we kindly ask you to comply with the following **Hygiene Rules** and safety measures:

- During dissection it is urgently required to wear all dissection protection provided e.g. such as protective clothing, face masks (FFP2 without valve), gloves & safety goggles. We like to emphasize, that our specimens do not routinely undergo laboratory screening for infections or viruses (e.g. such as Covid-19, Hepatitis, HIV,...).
- Avoid shaking hands and touching when greeting
- Use face masks during the whole course
- Refrain to touch eyes, nose and mouth
- Please pay attention to the correct respiratory hygiene on site. Only sneeze or cough into the crook of your arm or into a disposable handkerchief
- Please keep distance to other participants during the course (min 1.5 meters)
- Maintain social distancing and remind each other to keep distance
- Wash your hands regularly

- Use waste bins for used tissues, face masks or other used equipment
- Use hand sanitizer several times a day
- Practice general hygiene measures
- Pay attention and follow instructions of the organizer
- Please adhere to the floor markings at the registry and the toilet, if any.
- It is strictly forbidden to leave the dissection area while wearing the protective OR equipment
- Do not stand in group inside or outside the building (to smoke/chat)
- If you feel sick or experience symptoms, please stay home and contact medical service if needed

**If these and other provisions issued by the authorities are not complied with, the organizer is free to refuse/ expel the concerned person or people from the course site, immediately and without warning. In this way, regretfully NO refund of the registration fee will be paid out.**

## 7. Modification of the Program

The course organizer publishes all information about various schedule, including its objectives, duration, program, teacher (s) / speaker (s), etc on its website.

Please note that while speakers and topics were confirmed at the time of publishing, circumstances beyond the control of the organizers may demand substitutions, alterations or cancellations of the speakers and/or topics. As such, the course organizer reserves the right to change or adjust the advertised speakers and/or topics if necessary, without any liability to you whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible. The Conference Organizer reserves the right to modify the program, which is published as an indication only. No refunds can be granted due to modification of program.

## 8. Photographs and Video Streaming

By registering to Facial Palsy course, participants consent that photographs, sound, video recordings, live streaming and delayed streaming, taken during the onsite and the virtual course could include recognizable images or voices of those in attendance and may be posted on the Facial Palsy website, marketing website or any other forms of media, e.g. journals, magazines, newspapers. All recordings are handled sensitively and discreetly. Names will not be published.

## 9. Event Documentation and Copyright

The ownership of the meeting materials remain with the course organizer. All materials, logos and workshop proceedings produced for the course, are and will remain the sole property of the course organizer.

Participants acknowledge and agree that the organizer may without the further consent of the participants use and release pictures and videos taken during the course for reports of the course and/or in future marketing, publication and scientific research papers or publication materials of any kind.

Presentations and event documentation are protected by copyright law and are licensed to the course organizer. Rights to their use may only be transferred through express written consent by the author.

Participants are not permitted to copy licensed materials distributed for informational, educational or training purposes. Licensed materials are computer programs and/or other licensed data (or databases) in machine readable form, and their accompanying documentation.

Participation to all virtual live, platform service and all contents viewed are for your personal and non-commercial use only. It is strictly forbidden to take photos, video recordings or screenshots of the presentations, dissections or any other content of the Facial Palsy Course, let alone to share them with third parties any other person or institution. During your virtual and your on-demand participation, we grant you a limited, non-exclusive, non-transferable right to access the Facial Palsy Virtual Reality Participation service and consume Facial Palsy Course Live and on-demand content. Apart from that, no rights, titles or claims are transferred to you. Participants agree not to use the service for personal or public demonstrations. It is strictly forbidden to forward any Login data or link provided by Facial Palsy to third parties. The organizer reserves the right to take legal action in case of piracy or the disclosure of personal login data.

## 10. Data Protection

Please also refer to [www.facialpalsy.eu/dataprotection](http://www.facialpalsy.eu/dataprotection)

### Personal data

The protection of your data and the observance of your right of informational self-determination with regard to the collection, processing and use of your personal data are important to us. TZOU MEDICAL will collect and store all personal data for the preparation and execution of the Facial Palsy course. In accordance with data protection and other applicable laws, sensitive data will be deleted after the conference, whereas personal data, payment history and correspondence will be stored for the period prescribed by law (currently 7 years). Credit card data will not be stored at any time.

### Newsletters

Your consent the organizer to contact you with regular newsletters ahead and during the meeting (e.g. 'Daily News', information on the availability of the course content), with an invitation to complete a post course survey, as well as with announcements of future courses. You may unsubscribe from this newsletter list at any time, this will not affect official correspondence from the course secretariat.

### Email on behalf of third parties

Your consent the organizer periodically email you on behalf of third parties regarding activities at the course or other communications, which may be of interest to your profession (e.g. information on satellite symposia). Email contact details of delegates will not be passed on to third parties in this context. You may unsubscribe from these email service at any time, this will not affect official correspondence from the conference secretariat.

### Lead retrieval system

At the time of registering you will be asked if you agree to share your contact information with the companies in whose corporate satellite or company corner "virtual or live" you visit. This information contains name, last name, job title, specialty, postal address, and email as provided during the registration process. You consent and permit the organizer to pass on your data to the companies during registration. Please note that, should you opt-out at the time of registration, but agree to share your information at the time of attending the corporate satellite or company corner during the conference, this consent will overrule the original opt-out.

## **Confidentiality**

All sensitive and personal information (work processes, strategies, company sensitive information, etc.) provided by participant will be treated confidentially by the course organizer, its employees and by its hired faculty / teacher (s) / speaker (s).

Our full Data Privacy Policy can be found [here](#).

## **11. Liability**

The course organizer shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the course organizer – for whatever legal reason – shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The participants shall take part in the conference at his/her own risk. The course organizer cannot be held liable by delegates / participants for damages or theft of property to hotel and/or facilities used for the purposes of the course. The participant will participate in the course with full intent to respect the facilities in use and are liable for any damages to the hotel or the conference venue for which they are personally responsible. Verbal agreements shall not be binding if these have not been confirmed in writing by the course organizer.

The course organizer does not assume liability for consequential damages resulting from possibly erroneous and/or incomplete contents of presentations and/or event documentation.

As the course organizer cannot be held liable for loss, injury or damage to any person or property or for any additional expenditure incurred due to changes, whatever the cause, the participant is advised to make his/her own arrangements for health and travel insurance.

## **12. Fulfilment and Jurisdiction**

The agreements concluded with the course organizer are exclusively governed by Austrian law. The terms of this contract shall be fulfilled in the Facial Palsy ONSITE & VIRTUAL course, in the event of any legal claims arising from either party, Vienna, Austria shall be the sole court of jurisdiction.

General Terms and Agreements Version as per October 31st, 2020.