



# TERMS AND CONDITIONS OF PARTICIPATION IN THE IHC INTERNATIONAL CONGRESS OF 2022 ANGERS CONVENTION CENTRE

14 AUG 2022 - 20 AUGUST 2022





Angers Loire Tourisme Expo Congrès (ALTEC), a local public limited company with capital of 1,500,000 €, whose registered office is located at 7, Place Kennedy, BP 15157, 49051 Angers Cedex 02, registered with the Commerce and Business Registry of Angers under number 830 955 068 (hereafter referred to as the "Organizer" or "Destination Angers"), ensures the reception, design, creation, organization and hosting of conventions, trade shows, seminars and events within the Angers Convention Centre.

Within the framework of this activity, Destination Angers ensures, under the conditions defined in Article 1 below, hosting and organization of the International Horticultural Congress (hereafter "IHC Congress 2022" or the "Event") which will take place at the Angers Convention Centre from 14 - 20 August 2022.

Any participation in the Event requires prior registration with the Organizer.

The purpose of these terms and conditions of participation (hereafter the "Terms and Conditions of Participation") is to determine the registration procedures of any person wishing to participate in the Event (hereafter the "Participant(s)") and, thus, benefit from the various services offered throughout the duration of the event.

It is specified that a structure (hereafter a "**Structure**"), a legal entity, may reserve several passes (hereafter the "Passes") in order to distribute them to the **persons** of its choice designated by name (hereafter the "**Beneficiaries**").

It is also specified that any request to participate in the Event implies acceptance of the Terms and Conditions of Participation.

The Terms and Conditions of Participation prevail over any other general or special conditions that have not been expressly accepted by the Organizer.

They are written in French in their original version, which is solely deemed as binding and prevails over any other version

The Organizer reserves the right to modify the Terms and Conditions of Participation at any time, in whole or in part.

The applicable conditions are those in effect on the date of registration for the Event of the Participant or those of the Structure according to the terms defined below.

## 1) Event Organization

The IHC Congress 2022 is organized by Destination Angers & Végépolys Valley and co-organized by INRAE, the Agro Institute, CIRAD and the University of Angers.

As such, it is specified that the management of registrations for the Event has been entrusted to Destination Angers.

The organizers & co-organizers determine, by mutual agreement, how the IHC Congress 2022 will be conducted, notably with regard to the venue, its duration, opening and closing hours, registration fees and additional services, the date of online registration and the closing date.

For this purpose, they establish the nomenclature of the products and services presented (if necessary) and determine, alone, the profile and category of participants permitted to participate or visit during the congress.





## 2) Request to participate in the IHC Congress 2022

Any request to participate in the Event must be submitted via the online form made available on the event's website <a href="www.ihc2022.org">www.ihc2022.org</a> (hereafter the "Website").

This form is also accessible at the following link: <a href="https://www.ihc2022.org/submission-registration/cgistration/">https://www.ihc2022.org/submission-registration/</a>.

The Participant may proceed with individual registration (hereafter "Individual Registration") under the conditions stated in Article 2.1 below.

The Structure may reserve several passes (hereafter "Pass Reservation") under the conditions stated in Article 2.2 below.

It is specified that no entry to the Event will be authorized without prior registration on the Website according to the terms and conditions defined below.

# 2.1. Individual Participant Registration

Individual registration for the Event by the Participant requires the creation of an account on the Website.

This account is created by clicking on the "I register" tab and then "individual registration" on the Website.

To create his account, the Participant must provide his last name, first name, title and e-mail address and proceed with creating a password.

It is specified that the Organizer is not required to verify the validity of the aforementioned information, such that its liability cannot be retained if it turns out that this information is incorrect.

After validation of the creation of his account, the Participant may access his personal account to proceed with his registration for the Event.

The Participant may proceed with his Individual Registration by filling in the following mandatory information:

- his profession;
- his telephone number;
- the contact details of his company;
- his status (member of the International Society for Horticultural Science (hereafter "ISHS"), non-ISHS member, professional, student) (hereafter the "Status");
- the manner of its participation in the Event (face-to-face or remote);
- the presence of one or attendees.

If the Participant has a promotional code to register for the Event, he can add it to the registration form by clicking on the tab "I received a code for free registration to IHC 2022" accessible at the following link: <a href="https://ihc.site.calypso-event.net/fr/congres/authentification/page-de-connexion.htm">https://ihc.site.calypso-event.net/fr/congres/authentification/page-de-connexion.htm</a>.

Each registration is subject to prior validation by the Organizer.

When the registration is validated by the Organizer, the Participant receives a confirmation email, at the email address he has provided, with the corresponding invoice and the access badge to the Event, in paperless format.





It is specified that the submission of an abstract by the Participant does not entitle him to enter the event, and that only paid registration to the Event, done under the conditions defined in the Terms and Conditions of Participation, may grant him access to the various services offered during the course of the IHC Congress 2022.

The Organizer may refuse any request to participate that does not meet the conditions stated herein and, in particular, due to an invalid ISHS membership number, an expired ISHS membership, an expired school certificate or the absence of prior payment.

In case of refusal, the Participant will be notified of the reason for this refusal in writing, at the email address he has provided and will, if applicable, be reimbursed for the registration fees paid. The reasons for refusal are as follows:

- Registering as an ISHS member and not having a valid number or having an expired membership
- Registering as a student and not having a valid student card or being beyond the authorized age (under age 28)
- Registration not paid before arrival at the congress

#### 2.2. Reservation of Pass by a Structure

A Structure can purchase 5-day, 3-day or 1-day Passes in order to distribute them:

- to its employees;
- to its customers or professional suppliers;
- or to any other type of participant and, in particular, its trainees, subcontractors or retired staff.

Reservation of Passes by a Structure requires the creation of an account on the Website.

Creation of this account is done by clicking on the tab "I register" then "buy pass" on the following website: https://ihc.site.calypso-event.net/

To create its account, the Structure must specify its name (last name, first name and title, if applicable) and e-mail address and proceed with creation of a password.

It is specified that the Organizer is not required to verify the validity of the aforementioned information, such that its liability cannot be retained if it turns out that this information is incorrect.

After validation of the creation of its account, the Structure may access its personal account to proceed with the Reservation of Passes.

To make this reservation, the Structure must provide the following mandatory information:

- the name of its structure and its postal address;
- the key contact of the Structure (his last and first names, e-mail address and mobile phone);
- indication of whether the Structure is a member of the ISHS;
- the number of Passes you wish to obtain;
- the payment method for the Passes (and in case of payment by credit card, the data relating to the latter).

The Pass Reservation is subject to prior validation by the Organizer.

When the reservation is validated by the Organizer, the Structure receives a confirmation email at the email address it has provided, with the corresponding invoice.

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The Structure also receives a unique code that it will be required to distribute to Pass Beneficiaries.

This code must be entered by the Beneficiary when entering the IHC Congress 2022.

The Organizer may refuse any request for a Pass Reservation that does not meet the conditions defined herein and, in particular, in the event of non-payment by the Structure. In case of refusal, the Structure will be notified of the reason for this refusal in writing, at the email address it has provided and will be, if necessary, reimbursed for the reservation fees paid.

# 3) Details of the services offered as part of the Event

#### 3.1. Individual Registration

Individual Registration for the Event is accessible:

- to **ISHS** members;
- to non-ISHS members;
- to students;
- to journalists.

It is specified that each person who makes an Individual Registration may choose to participate in the Event with one or more accompanying persons.

#### Registration for ISHS members and non-ISHS professionals includes:

- Access to all sessions of the IHC Congress 2022 and the exhibition;
- An invitation to the opening ceremony and welcome reception to be held on Sunday, 14 August 2022;
- A congress bag including the program and the book of abstracts;
- Morning and afternoon tea/coffee breaks;
- The reception at Terra Botanica which will take place on Wednesday, 17 August 2022;
- 1 volume of Acta Horticulturae (electronic version);
- Access to the digital platform.

#### Registration for students includes:

- Access to all sessions of the IHC Congress 2022 and the exhibition;
- An invitation to the opening ceremony and welcome reception to be held on Sunday, 14 August 2022;
- A congress bag including the program and the book of abstracts;
- Morning and afternoon tea/coffee breaks;
- The reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- Access to the digital platform.

#### Registration for accompanying persons includes:

- Entrance to the exhibition;
- An invitation to the opening ceremony and welcome reception to be held on Sunday, 14 August 2022;
- Morning and afternoon tea/coffee breaks;
- The reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- A full-day sightseeing tour
- ATTENTION: Scientific sessions are not accessible to accompanying persons.





The Organizer also offers the purchase of Passes for one (1) day, three (3) days or five (5) days for any participant, non-member of the ISHS, who does not wish to participate in the Event for the full duration of it.

#### The 5-day Pass registration includes:

- Access to all sessions of Congress IHC 2022 and to the exhibition for the duration of the Pass;
- An invitation to the opening ceremony and welcome reception to be held on Sunday, 14 August 2022;
- A congress bag including the program and the book of abstracts;
- Morning and afternoon tea/coffee breaks;
- An invitation to the reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- 1 volume of Acta Horticulturae (electronic version);
- Access to the digital platform.

It is specified that the 5-day Pass allows the Participant to attend the Event from 14 to 18 August 2022. Entry will be refused to a Participant who attempts to attend the Event outside these dates, which the latter acknowledges and accepts.

It is specified that the following are not included in the 5-day Pass:

- Lunches,
- The technical visit of Wednesday, 17 August 2022,
- The gala evening of Thursday, 18 August 2022,
- The technical and tourist visit of 20 August 2022.

#### • The 1-day Pass registration includes:

- Access to sessions dedicated to professionals, on Wednesday, 17 August 2022 in the morning;
- A technical tour of your choice on Wednesday, 17 August 2022 in the afternoon;
- An invitation to the reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- A congress bag including the program and the book of abstracts;
- Access to the exhibition:
- Wednesday morning tea/coffee breaks;
- Access to the digital platform.

#### Or

- Access to sessions dedicated to professionals, on Thursday, 18 August 2022 in the morning;
- A technical tour of your choice on Wednesday, 17 August 2022 in the afternoon;
- An invitation to the reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- A congress bag including the program and the book of abstracts;
- Access to the exhibition;
- Thursday morning tea/coffee breaks;
- Access to the digital platform.

It is specified that the 1-day Pass is only valid for Wednesday, 17 August and Thursday, 18 August 2022. Access to this Pass is exclusively reserved for French professionals, excluding R&D departments.

It is specified that the following are not included in the Passes:

- Lunches,
- The gala evening of Thursday, 18 August 2022,
- The technical and tourist visit of 20 August 2022





#### Registration for the Learning Expeditions Pass includes:

- Access to the professional sessions on Wednesday, 17 August 2022 and Thursday, 18 August in the morning;
- Access to the plenary sessions of Thursday, 18 August in the morning and Friday, 19 August in the morning;
- A technical tour of your choice on Wednesday, 17 August 2022 in the afternoon;
- An invitation to the reception at Terra Botanica that will take place on Wednesday, 17 August 2022;
- A congress bag including the program and the book of abstracts;
- Tea/coffee breaks on Wednesday, 17 August in the morning, Thursday, 18 August in the morning and afternoon and Friday, 19 August in the morning;
- Lunches on Wednesday and Thursday at noon;
- Dinner on Thursday, 18 August;
- 2 nights at the hotel on Wednesday, 17 August and Thursday, 18 August;
- 1 tourist visit Friday, 19 August;
- Dedicated support including a briefing session and a debriefing session;
- Access to the digital platform.

#### 3.2. Group Pass Booking

A Structure that proceeds with Pass Reservations under the conditions defined in article 2.2 may proceed with purchasing several Passes of one (1) day, three (3) days or five (5) days, including the services defined in article 3.1 above.

It is specified that Passes reserved by a Structure are nominative and must be assigned to the Beneficiaries designated at the time of booking.

Any request to modify or cancel a Pass will be subject to the conditions defined in Article 8 below.

#### 4) Pricing terms for the services offered during the Event

All prices indicated in documents issued by the Organizer and on the Website are expressed in Euros and as the amount including taxes.





#### 4.1. Pricing Terms of Individual Registration

The Participant is informed that the amount of the registration fee varies according to his Status and according when he completes his Individual Registration, as indicated in the table below:

Rates including VAT	Super Early Bird registration until 20/12/2021	Early Bird registration from 21/12/2021 to 30/03/2022	Registration from 31/03/2022 to 15/06/2022	Registration from 16/06/2022 through 14/08/2022	Registration for remote participation*
ISHS Member	670 €	820 €	950 €	1190€	750€
Non-ISHS Members	770 €	920€	1050 €	1300€	860 €
Students	290 €	290 €	385€	490€	290 €
Accompanying persons	210 €	210€	250€	330€	/
1 day	/	240 €	240 €	240€	/

Proof will be requested by the Organizer for ISHS members and students.

The Participant will be refused entry to the Event if full payment for his registration has not been received by the start of the Event.

The Organizer will send the Participant a connection link at the email address provided at the time of reserving. It is specified in this regard that the Organizer can in no way be held responsible for connection problems experienced by the remote participant.

<sup>\*</sup> Registration for remote participation allows those who will not be able to travel to the Angers Congress Centre to follow the entire Event live with chat via video.





#### 4.2. Pricing terms for booking Passes

The unit price to purchase a Pass varies depending on the type chosen (5-day or 1-day Pass) and the period for which the purchase is made, as indicated in the table presented below:

Rates including VAT	Super Early Bird registration until 20/12/2021	Early Bird registration from 21/12/2021 to 01/03/2022	Registration from 02/03/2022 through 15/06/2022	Registration from 16/06/2022 through 14/08/2022	Registration for remote participation*
ISHS Member	670 €	820 €	950 €	1190€	750€
Non-ISHS Members	770 €	920€	1050€	1300 €	860 €
1 day	/	240 €	240 €	240€	/

<sup>\*</sup> Registration for remote participation allows those who will not be able to travel to the Angers Congress Centre to follow the entire Event live with chat via video.

The Organizer will send the Participant a connection link at the email address provided at the time of reserving.

It is specified in this regard that the Organizer can in no way be held responsible for connection problems experienced by the remote participant.

The Participant or Structure that reserves more than nine (9) Passes, all types included, may benefit from a discount that will apply as follows:

- From 10 to 29 passes purchased, 10% discount valid on the unit price of the Pass applicable at the time of booking;
- For the purchase of 30 to 49 Passes, 15% discount valid on the unit price of the Pass applicable at the time of booking;
- For the purchase of 50 to 99 Pass, 20% discount valid on the unit price of the Pass applicable at the time of booking;
- For the purchase of 100 Passes or more, 25% discount valid on the unit price of the Pass applicable at the time of booking.

#### 4.3. Details and pricing arrangements for additional services

The Organizer offers, in addition to the services included in any Individual Registration or Group Pass Reservation, the reservation of additional services (hereafter the "Additional Services"), notably:

- a half-day technical visit;
- a full-day technical and tourist visit;
- lunches;
- participation in the gala dinner.
- Sightseeing
- Guided tours





Unless otherwise stated, it is specified that these Additional Services are not included in the registration fees paid by the Participant or the Structure.

Additional Services will be offered subject to availability.

#### • TECHNICAL VISITS

The Participant may register to take part in a technical visit or a technical and tourist visit, subject to availability and holding of the tour, the pricing terms of which are defined in the table presented below:

	registration until	Early Bird registration – 20/12/2021 through 30/03/2022	31/03/2022 through	Registration from 16/06/2022 through 14/08/2022
Half-day technical tour on 17/08/2022	60 €	60 €	60 €	75€
Technical and tourist visit of 20/08/2022	145€	145€	145€	190€

#### • The half-day technical tour includes:

- Transport
- A visit of 1 or 2 sites
- Refreshments
- The reception to be held at Terra Botanica.

This half-day will take place on Wednesday, 17 August 2022.

# • The one-day technical and tourist visit includes:

- Transport
- Technical visits to 1 or 2 sites for which to choose
- Touristic activities
- Lunch
- Refreshments

This day will take place on Saturday, 20 August 2022.





#### LUNCHES AND FESTIVE EVENTS:

When registering for the Event, the Participant or the Structure may reserve lunches among the three plan choices proposed, the details and prices of which are specified below:

- Sandwich Formula (take away): 10 € → Sandwich, dessert and a soft drink.
- Meal trays Lunch box (take away): 17 € → Starter, main course, dessert and a soft drink.
- Traditional lunch with table service: 28 € → Starter, main course, dessert, a drink (wine included).

When booking, the Participant or the Structure may indicate any allergies or dietary restrictions.

Lunches are not included in the registration fee, with the exception of the Learning Expeditions Pass.

It is specified that any plan purchased on site, during the IHC Congress 2022, will result in the payment of an additional two (2) Euros for each of the plans mentioned above.

#### GALA DINNER:

As part of the Event, a gala dinner will be organized on Thursday, 18 August 2022.

The dinner includes an aperitif, starter, main course, dessert, drinks and wine, coffee/tea.

The Participant or Structure may choose to participate when registering for the Event, subject to paying the price of 84 € incl. tax per person.

In the context of the current health situation related to the Coronavirus epidemic, it is specified that, in the event that a limitation of the capacity of reception of the place of reception of the gala dinner is imposed by the Government, the Organizer reserves the right to refuse any registration to the gala dinner once the capacity of reception has been reached.

No registrations for the gala dinner can be made on site.

#### 5) Conditions of access to the Event

Given the health crisis related to the Covid-19 epidemic, the Participant or Structure that makes an Individual Registration or a Pass Reservation acknowledges and accepts that access to the Event may be contingent upon presentation of any document, notably a health pass or a vaccination pass.

In the event that restrictions on access to the Event are imposed by the government or the competent authorities, the Organizer will be free to refuse access to any Participant or Beneficiary who does not meet the conditions in effect.

#### 6) Hosting

The Organizer has set up a hotel reservation centre in partnership with the hotels of Angers to allow the Participant and the Beneficiary to book their accommodation via the platform (hereafter the "Platform") accessible at the following link: <a href="https://eventbooking.destination-angers.com/event/registration?eventid=146&langue=UK.">https://eventbooking.destination-angers.com/event/registration?eventid=146&langue=UK.</a>





By booking his accommodation on the Platform, the Participant or Beneficiary may notably benefit from the following advantages:

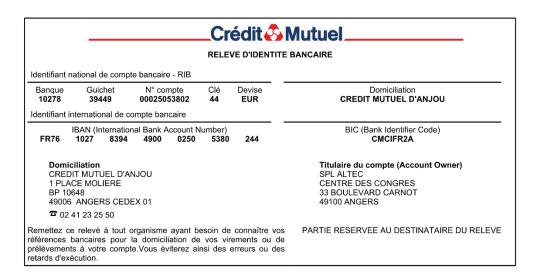
- A selection of hotels at preferential rates, within walking distance or less than 15 minutes from the Congress Centre;
- Payment for the reservation on site;
- Free cancellation up to 48 hours before arrival;
- A bus and tram pass at a reduced rate (-50%), with unlimited travel on the network of the greater Angers area;
- A dedicated hotline offering advice and assistance

# 7) Terms of payment

It is specified that any payment made within the framework of the IHC Congress 2002 must be made in Euros.

The Participant or the Structure may make payment for an Individual Registration or a Pass Reservation by using one of the following forms of payment listed below:

- By credit card (Visa or MasterCard): secure online payment on the registration form and in the personal space;
- By bank cheque (only for attendees based in France): cheque to be made payable to Angers Loire Tourisme Expo Congrès (ALTEC) and sent to the following address: ALTEC, 7 Place Kennedy, BP15151 49051 Angers cedex 2;
- By bank transfer to the Organizer's account, the details of which are given below. For each payment by bank transfer, the Participant must provide the following reference information: IHC 2022 his first and last name.



After validation of the payment, the Participant or the Structure will be able to download the invoice in his personal space, so that his registration for the IHC Congress 2022 will be definitively validated and confirmed.





#### 8) Conditions of modification and cancellation of the registration by the Organizer

#### 8.1. Modification of execution of the Event by the Organizer

In the event of administrative closure of the Convention Centre or limitation of its capacity, in particular due to the Covid-19 epidemic, the Organizer may modify the conditions of participation in the Event.

Thus, the Event may then only take place remotely, such that any Individual Registration and Pass Reservation for attendance in person will be automatically converted into remote participation. Options that cannot be held, such as technical tours, tourist tours, dining events and the soirée, will be de facto cancelled.

#### 8.2. Cancellation of the Event at the initiative of the Organizer

The Event may be cancelled by the Organizer in the event of force majeure or for health reasons, in particular related to the Covid-19 epidemic.

Cancellation of the Event will automatically result in the cancellation of registrations and reservations made by Participants and Companies.

In accordance with article 1218 of the Civil Code, the occurrence of any event unrelated to the parties, namely any event beyond the control of the party owing the obligation, which could not reasonably have been foreseen at the time of establishment of the agreement between the parties and whose effects cannot be avoided by appropriate measures, and which prevents performance of the obligation by the party owing it, will be considered as a case of force majeure.

#### 8.3. Conditions of refund in case of modification by the Organizer of how the Event will be held

If the registration or Pass reservation fees initially paid are higher than the amount of the remote participation as defined in Article 4 above, the Organizer will refund the difference in price. The price difference will be refunded to the Participant or the Structure, less the handling fee of  $7.50 \in$ .

The refund will be made within thirty (30) days from the initial date of the end of the Event, i.e. from 22 August 2022. This refund will be made using the same means of payment as that used by the Participant for the initial transaction, unless the participant expressly agrees that another means of payment may be used.

#### 8.4. Conditions of refund in case of cancellation of the Event by the Organizer

Cancellation of the Event by the Organizer will result in reimbursement of the sums paid for registration fees, Pass reservation and any Additional Services, less administrative fees in the amount of  $7.50 \in$ .

The refund will be made within thirty (30) days from the initial date of the end of the Event, i.e. from 22 August 2022. This refund will be made using the same means of payment as that used by the Participant for the initial transaction, unless the participant expressly agrees that another means of payment may be used.





# 9) <u>Conditions of modification and cancellation of the registration due to the Participant or the Structure</u>

#### 9.1. Modification of his registration by the Participant or the Structure

Any modification or addition of services, such as lunches, the gala dinner or technical visits, may be made by the Participant or the Structure in the personal space, by connecting to the account with an email address and the password that was created.

The addition of services may result in additional billing, according to the pricing terms defined in Article 4 above, applicable on the date of the order.

Any request to modify the conditions of participation in the IHC Congress 2022, as initially defined in the Individual Registration or the Pass Reservation, must be made in writing before 15 June 2022 and sent to the Organizer at the following email address: <a href="mailto:secretariat@hic2022.org">secretariat@hic2022.org</a>. It is specified that any request for modification received by the Organizer after this date cannot be taken into account.

#### 9.2. Cancellation of registration by the Participant or the Structure

To be taken into account, the request to cancel the Participant's registration must be made in writing and sent to the Organizer at the following email address: <a href="mailto:secretariat@hic2022.org">secretariat@hic2022.org</a>.

Similarly, a Structure wishing to cancel the reservation of one or more Passes must send a written request to the Organizer at the following email address: <a href="mailto:secretariat@hic2022.org">secretariat@hic2022.org</a>.

The reimbursement of registration fees incurred by the Participant or the Structure will be done under the conditions stated in Article 9.4 below.

# 9.3. Conditions of reimbursement in case of modification of a registration from face-to-face participation to remote participation by the Participant or Structure

The conditions of refund in case of modification of the registration from face-to-face participation to remote participation are defined below and vary depending on the date of the request and the justification for the modification by the Participant:

- **9.3.1** The request to modify a face-to-face registration to a remote registration is justified by the impossibility of travel of the Participant for health reasons, in particular related to the Covid-19 epidemic, and is made **before 15 June 2022**: the Organizer will refund the price difference (less bank charges in the amount of 7.50 €)
- **9.3.2** The request to modify a face-to-face registration to a remote registration is not justified by the impossibility of travel of the Participant for health reasons, in particular related to the Covid-19 epidemic, and is made **before 15 June 2022**: the Organizer will not refund the price difference.
- **9.3.3** The request to modify a face-to-face registration to a remote registration is justified by the impossibility of travel of the Participant for health reasons, in particular related to the Covid-19 epidemic, and is made **starting from 16 June 2022**: the Organizer will not refund the price difference.
- **9.3.4** The request to modify a face-to-face registration to a remote registration is not justified by the impossibility of travel of the Participant for health reasons, in particular related to the Covid-19 epidemic, and is made **starting from 16 June 2022**: the Organizer will not refund the price difference (retention of bank charges in the amount of  $7.50 \in$  and administrative fees in the amount of  $5.0 \in$ ).

It is specified that said refund will be made subject to the provision of proof by the Participant (certificate or official document) allowing the Organizer to assess the reality of the reason invoked.

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If the conditions of reimbursement are satisfied, it will be done within thirty (30) days following the end date of the Event, i.e. from 22 August 2022. This refund will be made using the same means of payment as that used by the Participant or Structure for the initial transaction, unless the participant expressly agrees that another means of payment may be used.

#### 9.4. Conditions of reimbursement in case of cancellation of a registration by the Participant or Structure

#### 9.4.1 Cancellation of a registration for face-to-face participation

The Structure or the Participant that has purchased a Pass may only obtain a refund of the costs incurred in the event of cancellation of the Event by the Organizer under the conditions stated in Article 8.4 or in the event of force majeure, as understood under Article 1218 of the Civil Code.

In the event of cancellation of an Individual Registration for face-to-face participation by the Participant, the costs incurred under the following conditions will be reimbursed:

- The request for cancellation of the registration is justified for health reasons, notably related to the Covid-19 epidemic, and is received by **the Organizer before 15 June 2022**: the Organizer will refund the full amount paid at the time of registration or reservation (less bank fees in the amount of 7.50 €);
- The request to cancel the registration is not justified for health reasons, notably related to the Covid-19 epidemic, and is received by **the Organizer before 15 June 2022**: the Organizer will refund the full amount paid at the time of registration or reservation (less the administrative fee of 7.50 € and the management fee of 50 €);
- The request for cancellation of the registration is justified for health reasons, notably related to the Covid-19 epidemic, and is received by the Organizer **from 16 June 2022**: the Organizer will refund up to 80% of the amount paid at the time of registration or reservation (less management fees in the amount of 7.50 €);
- The request for cancellation of the registration is not justified for health reasons, in particular related to the Covid-19 epidemic, and is received by the Organizer **from 16 June 2022**: the Organizer will not refund the amount paid at the time of registration or reservation;

If the conditions of reimbursement are satisfied, it will be done within a period of thirty (30) days following the end date of the Event, i.e. from 22 August 2022. This refund will be made using the same means of payment as that used by the Participant for the initial transaction, unless the participant expressly agrees that another means of payment may be used.

#### 9.2.2 Cancellation of a registration for remote participation

The Structure or the Participant that has purchased the Pass will only be able to obtain a refund of the costs incurred in the event of cancellation of the Event by the Organizer or in the event of force majeure, as understood under Article 1218 of the Civil Code.

In the event of cancellation of an Individual Registration for remote participation by the Participant, the latter will not be able to obtain any refund of the costs incurred, except in cases of force majeure as intended under Article 1218 of the Civil Code.

As a departure from the foregoing, the Participant may obtain a full refund of the registration fees incurred (less the management fee of 7.50 €) if he/she cannot attend the IHC Congress 2022, including remotely, due

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to occurrence of one of the following events:

- illness of the Participant;
- death of a member of the Participant's family, namely: father, mother, brother, sister, grandparents, nephews, nieces, children, spouse, uncles, aunts and first cousins, in-laws.

It is specified that the reimbursement of registration fees will be made subject to the provision of proof by the Participant (certificate or official document) allowing the Organizer to assess the reality of the reason invoked.

The Participant is informed that in the absence of such proof, the Organizer will not be able to reimburse the registration fees incurred by the Participant.

If the conditions of reimbursement are satisfied, it will be done within a period of thirty (30) days following the end date of the Event, i.e. from 22 August 2022. This refund will be made using the same means of payment as that used by the Participant for the initial transaction, unless the participant expressly agrees that another means of payment may be used.

### 10) Protection of personal information

Within the framework of the Participant's registration for the IHC Congress 2022, the Organizer may collect personal data relating to the Participant, any accompanying persons and the Beneficiaries.

To learn more about managing your data, please visit the following link: <a href="https://www.ihc2022.org/politique-de-confidentialite/">https://www.ihc2022.org/politique-de-confidentialite/</a>

10.1. Collection of personal data: personal data collected by the Organizer includes the following:

- the last and first names of the Participant or of the person who books on behalf of the Structure;
- his e-mail address;
- his telephone number;
- his postal address;
- his password;
- his bank details;
- his allergies or dietary restrictions;
- last and first names of any accompanying persons as well as their e-mail address and telephone number;

last and first names of Pass Beneficiaries as well as their e-mail address and telephone number.

**10.2.** Use of personal data: the personal data collected from the Participant and the Structure is necessary for the management of registrations for the IHC Congress 2022 (see Article 6.1.b of the General Data Protection Regulation).





**10.3. Sharing of personal data with third parties:** personal data may be shared with third-party companies, including:

- LENI, which allows the online payment of registrations and reservations;
- if required by law, the Organizer may transmit data to respond to claims against it and comply with administrative and judicial procedures.
- 10.4. Data transfer: no data is transferred outside the European Union.

**10.5. Security and privacy:** the Organizer implements organizational, technical, software and physical measures in terms of digital security to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Organizer cannot guarantee the complete security of the transmission or storage of information on the Internet.

**10.6. Implementation of the rights of the Participant**: in application of the regulations applicable to personal data, the Participant has the following rights:

- he can update or delete his personal data by logging into his personal account and configuring the settings of this account;
- if the data held by the Organizer is inaccurate and cannot be modified by the Participant via his account, he may request that his information be updated by writing to the following email address: secretariat@hic2022.org;
- he can delete his account by writing to the following email address: secretariat@hic2022.org.;
- he can exercise rights of access, or obtain information about the personal data held by the Organizer concerning him, by writing to the following email address: secretariat@hic2022.org;
- he may request the deletion of his personal data, in accordance with the applicable data protection laws, by writing to the following email address: secretariat@hic2022.org.

#### 11) Provisions relative to the Consumer Code

In accordance with the introductory article of the Consumer Code, a consumer is any natural person who is acting for purposes that do not fall within the framework of his commercial, industrial, trade, independent professional or agricultural activities.

Any person who registers for the Event as a consumer is, thus, subject to the provisions of this article.

#### 11.1. Legal Right of Retraction

As a departure from the provisions of these Terms and Conditions of Participation and, in accordance with Articles L221-18 et seq. of the Consumer Code, any person registering for the Event as a consumer (hereafter the "Consumer") is informed that he has a legal right of withdrawal that he can exercise within fourteen (14) days of receipt of the email confirming registration for the Event.

The User may exercise his right of retraction by completing the retraction form available in these conditions or at the following email address: <a href="mailto:secretariat@hic2022.org">secretariat@hic2022.org</a>.

When the Consumer exercises his right of retraction, the Organizer agrees to refund all sums paid within fourteen (14) days from the date that the Organizer is informed of the Consumer's decision to exercise his right of retraction.

The refund will be made using the same means of payment as that used by the Consumer for the initial transaction.





At the end of the legal period of retraction indicated above, the Consumer acknowledges and accepts that he may only cancel his order by respecting the terms and conditions indicated in the Terms and Conditions of Participation.

#### 11.2. Opposition to telephone canvassing

The Consumer is required to provide his telephone details to the Organizer when registering for the Event.

As such, he is informed that he has the possibility to register on the list of opposition to telephone canvassing on the website: www.bloctel.gouv.fr, if he does not wish to be the subject of telephone canvassing.

#### 11.3. Method of dispute resolution

In accordance with Article L612-1 of the Consumer Code, the Consumer is offered the choice of resorting to use of the Fevad e-commerce Mediator (Fédération du e-commerce et de la vente à distance, 60 rue de la Boétie, 75008 Paris), free of charge, for consumer disputes relative to registration for the Event or the reservation of Pass or Additional Services on the Website.

To access the website of the e-commerce Mediator of the FEVAD: http://www.mediateurfevad.com

# 12) General provisions

In the event that any of the stipulations of this agreement is declared null and void or contrary to a provision of public policy, it shall be deemed unwritten and all other stipulations shall retain their full force and effect.

#### 13) Applicable law and jurisdictional competence

The Terms and Conditions of Participation are subject to French Law.

Any dispute relating to validity, establishment, interpretation, execution and/or termination of the contract resulting from acceptance of these terms and conditions comes under the jurisdiction of the French courts.

Attachment: Retraction form to be submitted or sent to ALTEC: 7 Place Kennedy, BP 15157, 49051 Angers Cedex 02.

To the attention of ALTEC,

I [Last name, First name, address of the consumer]:

Hereby notify you of my desire to use the legal period of retraction granted to me in application of the Terms and Conditions of Participation in the International Congress of Horticulture and, thus, cancel my registration for the Event done on [•].

On [date] In [place]

Signature of the consumer: