**Terms and Conditions IWGO Conference**

## § 1 Scope of Contract, Commitments

(1) These terms and conditions (in the following: “Terms”) form the basis of all contractual relationships between you, the Attendee (in the following: “you” or “Attendee”), and us, International Working Group on Ostrinia and other Maize Pests (IWGO) of the International Organization of Biological Control – Global (IOBC) c/o Swiss Federal Research Station of Horticulture (Agroscope), 8820 Wädenswil, Switzerland (in the following: „we“ or „us“) , relating to the IWGO Conference (in the following: “the Conference”), including any supplementary events.

(2) We are committed to organize and host the Conference. For that matter, the Conference refers to keynote speeches, sessions to topics related to IWGO with the possibility to exchange and network with other professionals or individuals in this field. We are not obliged to perform any specific sessions or keynote speeches or host specific parts of the Conference.

(3) These Terms apply exclusively. Any conflicting, supplementary, or deviating terms and conditions of the Attendee shall not become part of the contract, except where this is expressively agreed in written form between the Attendee and us .

(4) "Consumer" within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An "Entrepreneur", rather than a Consumer, is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her commercial or independent professional activity.

## § 2 Account

(5) You can create an account with a valid email-address and a password. You can access the account with the details you provided at any given time. We use your email address for all communications between you and us.

(6) Attendees may only open one account for themselves. They may not share the account details to any other person. Tickets acquired with an account are not transferable to any other person or altered.

(7) You can view the details of your registration and your payment status, print your invoice or submit an abstract with your account online.

(8) All Attendees must keep the details to their account confidant and inform us about any irregular activities on the account.

(9) We will delete your account if you fail to pay your ticket fee after the payment period hast ended.

## § 3 Conclusion of Contract; Registration; Payment

(1) For participating in the Conference all Attendees must purchase a ticket prior to the Conference online. In order to purchase a ticket the Attendee must register online via their account. Therefore, they must complete the registration form and submit it to us.

(2) The Attendee can start the registration process online via their account. For registration, the Attendee must provide a valid email address, password and other information as described in the registration form. We will use this information to identify you and process your orders.

(3) The submission of your registration data to us constitutes an offer to participate in the conference, which we accept upon receipt of the registration data. Successful registration will be confirmed. Otherwise, we accept the offer at the latest with the provision of the invoice or its dispatch or otherwise with the explicit acceptance of the offer, whichever is earlier. By accepting the offer, a contract for participation in the conference is concluded.

(4) The deadline for early registration for anyone who has submitted a conference paper or an abstract of the paper will be determined and communicated by us as part of the conference description.

## § 4 Invoice, Due Date, and Payment

(1) The invoice will be displayed in your user account after registration or can alternatively be sent to the contact addresses you have provided.

(2) All invoices are due ten (14) days from their issuance ("payment term") and must be settled within this payment term. This applies to all invoices, including regular early bird registrations without submission, regular and late registrations, as well as additional bookings such as conference dinner, club night or excursions.

(3) If an invoice is not settled within the payment term, we are entitled to assume that the failure to pay constitutes a declaration of cancellation of participation in accordance with § 5 of these GTC “Cancellation and Refund of Tickets”. In this case, a cancellation fee of 40 euros will be charged in accordance with the cancellation policy. We are entitled to remind participants of the payment after the payment term has expired and set a reasonable deadline ("reminder term") for the payment to be made. If the payment is made within the reminder term, no cancellation takes place and no cancellation fee is charged.

(4) In the event of cancellation, your registration along with the user account will be deleted. This also applies to already accepted presentations, posters, or abstracts, which will be removed from the scientific program. You may still attend the conference if your presentation, poster, or abstract was not accepted.

## § 5 Cancellation and Refund of Tickets

(1) Cancellations are only accepted in written form via email to info@iwgo.org

(2) Registrations canceled before August 15, 2025, will receive a full refund minus a cancellation fee.

(3) The cancellation fee is 40 USD.

(4) After the aforementioned dates, participants can no longer cancel their tickets. This also applies if participants are unable to attend the conference due to reasons such as illness, travel inability, visa application rejection, or travel restrictions.

(5) Beyond the aforementioned conditions, no refunds are possible after the specified dates.

## § 6 Price adjustment

(1) We may adjust the prices for participation in the Conference if cost increases occur that are beyond our control. This applies in particular, but not exclusively, to increases in costs for personnel, rent, technology, catering, insurance and official requirements.

(2) The individual cost elements and their weighting in the calculation of the total price are as follows:

a. Personnel costs: 40%

b. Advertising: 4%

c. Technical costs: 7%

d. Catering costs: 45

e. Conference documents: 2%

f. Insurance and fees: 2%

(3) Price adjustments are only permissible if they are reasonable and do not come as a surprise. A price increase may only be made to the extent justified by the increase in costs. In the case of Consumers, an adjustment is only permissible after the expiry of four months from the conclusion of the contract.

(4) If the price adjustment is unreasonable for you, in particular if the price increase exceeds a certain extent (e.g. more than 10% of the original price), you have the right to terminate the contract without notice. The termination must be made in writing and must reach us within two weeks after notification of the price adjustment.

## § 7 Program

(1) The program will be published on the website in due time to the Conference.

(2) Due to a rush of Attendees, it might be necessary to restrict the number of participants for certain sessions or events to avoid congestions or overfilling. In this case, we might deny your access to such sessions or events.

(3) We reserve the right to alter and change the program on short notice due to good cause or any other imperative reasons. Such causes or reasons include but are not limited to personal reason of the speaker or chairs due to which they might not be able to attend (e.g. any travel restrictions, health reasons or any other personal imperative reasons), or changes of location. If such reasons occur, we will try to organise substitutes as new speakers, session chairs.

(4) Changes described in this section do not entitle you to any refunds.

## § 8 Recommendations

To the extent that we make recommendations regarding activities, places, or service providers (hereinafter "Recommendations") outside our contractual obligations, these are to be

understood as acts of courtesy. In such cases, we neither become a contract partner nor do we assume responsibility for the corresponding performance obligations, responsibility, or liability. Contracts are exclusively concluded between the participants and the Recommendations. These liability limitations do not apply in cases of fraudulent intent, gross negligence, or willful misconduct on our part, or if the recommendations are made out of our own economic interest.

## § 9 Online-Conference

(1) Due to force majeure as defined in § 14 of these GTC, we may be unable to hold a scheduled on-site Conference. In this case, we reserve the right to offer a substitute online Conference. Should we decide to offer a substitute online Conference, we will reimburse the expenses saved as a result of the change on a pro rata basis of the ticket price. However, as a rule, based on our experience and cost forecasts, we assume that the savings will correspond to the additional costs for setting up and holding the online Conference (including costs for technology, professional advice and personnel expenses). You have the right to prove other actual costs.

(2) Attendees will receive all necessary information about the Online-Conference, e.g. log-in data, sessions schedule, in due time via email.

(3) We will inform you about our decision to offer an Online-Conference at least 4 weeks prior to the planned start of the Conference.

## § 10 Changes to the Event

(1) If it is not possible to hold a substitute online Conference, e.g. for technical or organisational reasons, and if we are unable to hold the on-site Conference due to force majeure as defined in § 14 of these GTC, we may reschedule the on-site Conference for another date or to another location.

(2) In this event, we will notify you via email, at least four weeks before the planned start of the Conference. If you do not object to the amendment within one week of the announcement via email, you will be deemed to have agreed to the amendment. We will draw your attention to this specifically in our notification.

(3) If you object to the changes, you withdraw from the contract. In this case, we will refund the fees you have paid to your credit card, unless the refund is excluded due to force majeure as defined in § 14 of these GTC.

## § 11 Right of Withdrawal for EU and UK Consumers

If you are a Consumer from the EU or UK you additionally have the following right of withdrawal. Bookings made by institutes, companies and other public or business entities (e.g. booking for employees, staff, etc.) do not constitutes a Consumer transaction and the right of withdrawal does not apply.

**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Gesellschaft für Ökologie (GfÖ), , Institut für Ökologie, Technische Universität Berlin, Rothenburgstr. 12, 12165 Berlin, info@gfoe-conference.de of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.
To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

**Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

— To Gesellschaft für Ökologie(GfÖ) Institut für Ökologie, Technische Universität Berlin, Rotheburgstr. 12, 12165 Berlin: info@gfoe-conference.de:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[End of information on right of withdrawal]

## § 12 Excursion, supplementary program

(1) Additional excursions or supplementary program can be offered to Attendees. They are not included in the ticket fee. Attendees can book excursions or parts of the supplementary program additionally via their account. Attendees must ware appropriate clothing, including proper footwear.

(2) Each attendee is obligated to follow the instructions of the instructors. If an attendee endangers him/herself or others contrary to the instructions of the instructors, the instructors are entitled to exclude the attendee from further participation. Furthermore, the instructors are entitled to exclude attendees from a tour whose physical ability or equipment does not meet the tour requirements. Claims for compensation or reduction of the course fee cannot be asserted due to the exclusion. Attendees must observe the local conditions, as well as their individual physical fitness and abilities, and may only participate in excursions that meet their own individual requirements. This includes, in particular, that the attendees observe the communicated or otherwise provided information about the excursions and any potential hazards. We would like to point out that we can only assume responsibility for the excursions to the extent and within the framework of Section 9 of these Terms, as long as Attendees observe the aforementioned requirements.

**§ 13 Liability**

(1) Unlimited liability: We are liable without limitation for intent and gross negligence and under the Product Liability Act. In the case of slight negligence, we will be liable for damage or loss arising from physical injury and injury to the life and health of persons.

In all other regards, our liability is limited as follows: in the event of slight negligence we shall only be liable if there is a breach of a cardinal obligation. Cardinal obligations are obligations, the fulfilment of which is essential for proper implementation of the contract in the first place and in which you can normally trust. Liability for slight negligence is limited as to the amount to the damages, which at the time of concluding the contract are foreseeable and must typically be expected to arise. This limitation of liability also applies to our vicarious agents.

**§ 14 Force majeure**

(1) Due to possible unforeseeable events and force majeure, such as pandemics, wars, natural disasters, terrorism, riots, strikes or official orders, it may be necessary to cancel major events.

(2) In this case, we would like to point out that a refund of the ticket price is possible, but will be reduced proportionately by the already justified, incurred and reasonable costs. The costs also include our personnel costs. We estimate the costs to be 60% of the ticket price. Both contracting parties reserve the right to prove other actual costs.

(3) Costs incurred in advance by the participants with regard to the cancelled event or the follow-up costs of the cancellation cannot be reimbursed. Cancellation is unavoidable in particular if there is a legal prohibition or if it is the only possible or reasonable means of safeguarding the safety and health of participants, other persons or essential material assets. This step is necessary in order to continue to hold events such as the present Conference and to ensure the organiser's economic ability to act. In such cases, we further reserve the right to change to an online event or to change the event date or location in accordance with these GTC.

(4) There shall be no further claim for damages or other reimbursement, except in cases of intent and gross negligence as well as breach of essential contractual obligations, i.e. such obligations which make the proper performance of the contract possible in the first place and on the observance of which the contractual partner relies and may also rely.

(5) The statutory right of withdrawal for Consumers shall not be affected.

**§ 15 Cloakroom**

If available, Attendees can leave their personal belongings in a cloakroom. This room is not supervised or monitored by us. Therefore, Attendees must not leave any valuable items in the cloakroom.

**§ 16 Use of image**

The Conference will be documented photographically. We will notify you on-site about any use of photographical documentation. We may use any pictures of the event for reporting, documentation or other representation of our activities in print and Internet media. For details, purposes, legal bases and your rights, please refer to our Data Protection Policy Photo and Videos, which is provided to Attendees. If you do not wish that your picture is taken please indicate that to the photographers on-site. If you do not wish that your picture is used in our documentation please notify us via email.

**§ 17 Data Protection**

We process, store or share your personal information in accordance with Swiss and European Data Protection Regulations. For more information about this, please see our privacy statement
https://malaysia2025.iwgo.org/WEBS/IWGO2025.pages.download/privacy_statement_en.pdf

§ 18 **Digital Conference**

(1) Some Conferences will be planned and held exclusively or in parts online Digital Conference. All session, talks or keynote-speeches will be transmitted via a video conference provided. If you have booked a Digital Conference you will receive any login-data or other necessary information in due time.
(2) **Please note than the following provisions <u>do not apply to Digital Conferences</u>: § 8, § 10, § 11.**

**§ 19 Amendments to the Terms and Conditions**

(1) These Terms may be amended by us at any time. Your purchase will be subject to the General Terms and Conditions as currently valid at the time of registration; we will draw your attention to them again specifically as part of the registration process.

(2) Amendments and supplements to these Terms and which affect the existing accounts of Attendees, will only be made as required due to legal or functional changes, such as technical modifications or changes to the log-in process or to the management of the account.

(3) You will be notified by email of any amendments or supplements in accordance with sub-paragraph 2 at least one weeks before they take effect. Notification of the amendments or

supplements being made will suffice; we will not need to send you the amended or supplemented conditions or the new version of the Terms as a whole. Our notification will include a link where you will be able to view the full new version of the Terms.

(4) If you do not object to the amendment or supplement pursuant to sub-paragraph 2 within one of the announcement of the amendment or supplement you will be deemed to have agreed to the amendment or supplement; we will draw your attention to this specifically in our notification.

**§ 20 Final Provisions**

(1) If any provision of these General Terms and Conditions is ineffective, the remainder of the contract will still be valid. The relevant statutory provisions will apply in place of any ineffective provision.

(2) Swiss law applies exclusively to these contractual provisions to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention"). The choice of law is limited or does not apply if the user is a Consumer and concludes this contract for a purpose excluding professional or commercial activity and is deprived of the consumer protection provisions of their state of habitual residence. The law of the consumer's habitual place of residence may not be deviated from by agreement. In this case, in addition to the choice of law outlined above, the relevant consumer protection provisions of the customers' country of residence also apply.

(3) Insofar as the User is not a Consumer, Switzerland is the exclusive place of jurisdiction for all disputes.